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**ARTICLE I  
AGREEMENT**

This Agreement made and entered into this 1st day of July 2007, at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Code of Iowa, by and between the State of Iowa (hereinafter referred to as the Employer) and the American Federation of State, County, and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO (hereinafter referred to as the Union), and its appropriate affiliated locals, as representatives of employees employed by the State of Iowa, as set forth specifically in Appendix A.

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**ARTICLE II  
RECOGNITION AND UNION SECURITY**

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**Section 1 Bargaining Units**

A. The Employer recognizes the Union as the exclusive collective bargaining agent for employees as certified by the Iowa Public Employment Relations Board (PERB) as set forth in Appendix A. The Employer will not, during the life of this Agreement, meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement.

B. Employees excluded from the bargaining unit are all employees of the State of Iowa who are managerial, supervisory or confidential, part-time employees who

are scheduled for less than seven hundred eighty (780) hours per fiscal year and who are scheduled for less than an average of fifteen (15) hours per week, and all other employees specifically excluded by the provisions of Chapter 20 of the Code of Iowa.

C. Employees who are scheduled for an average of less than twenty (20) hours per week, but more than fifteen (15) hours per week, will not be entitled to sick leave, holiday, vacation, and insurance benefits. However, where permanent part-time employees are currently receiving prorated benefits, such benefits shall be continued. In order to comply with pay equity, all employees at their date of hire shall be paid in accordance with collectively bargained pay schedules.

D. The Employer shall notify the Union prior to adding or deleting classes in the classification plans. The Union shall request a meeting within twenty (20) calendar days following receipt of the notice to review the proposed additions and/or deletions. If no meeting is requested, the Employer may proceed to implement the proposals. If the parties meet to review the additions and/or deletions, and if they are unable to reach agreement as to their inclusion or exclusion from the bargaining unit, they shall submit the disputed class additions and/or deletions to PERB for final resolution. (Board of Regents see Appendix M-1)

## **Section 2 Dues Deduction**

A. Upon receipt of a voluntary written individual order from any of its employees covered by this Agreement, on forms provided by the Union, the Employer will

deduct from the pay due such employee those dues required as the employee's membership dues in the Union and fees for Union insurance programs.

B. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, dental insurance and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

C. Such orders shall be terminable with written notice to the Employer and the Union either between June 15th and June 30th of the second or last year of each Agreement or within a two (2) week period following the anniversary date of the employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the employee's notice to terminate dues deduction.

D. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

E. No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.

F. The Employer shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions, including all information presently provided by each department and agency. On a monthly basis, and at no cost to the Union, the Employer shall provide the Union with a computer tape or diskette, whichever is mutually agreeable, which, in a format agreeable to both parties, shows each bargaining unit employee's name, home address, home number in the public domain, payroll number, work location, work number (if available), pay grade, step, and hourly wage rate, as well as a header tape with insurance information, and any other information mutually agreed to. Each time the ten (10) digit payroll header file is changed, but no less than annually, the Employer shall provide the Union with a list showing the header codes and code key. For those employee groups, such as employees of Community Based Corrections, Iowa School for the Deaf, and Iowa Braille and Sight Saving School, where a computer tape is not available on a monthly basis, the Employer will, at no cost to the Union, provide the Union with a diskette showing the above information.

G. Local unions within AFSCME may independently adjust their dues structures to meet local needs. The local unions will provide written notice to Council 61 regarding any dues deduction changes. The Employer will effectuate one (1) change per local per fiscal year at no cost to the union within sixty (60) calendar days after receipt of notice of such change from AFSCME/ Iowa Council 61. However, such notice may be given

only from December 1 through January 31, or June 1 through July 31. A second change requested by a local in a fiscal year or a change requested at a time other than the periods stated above will be implemented within sixty (60) calendar days from the Employer's receipt of such request, but the local Union will be charged for programming costs. Such change will not be implemented during the months of December, January or July.

H. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Reporting shall be consistent with Article II, Section 2(F).

### **Section 3 Bulletin Boards**

A. The Union shall be allowed to utilize one-half (1/2) of the space on existing bulletin boards customarily used for the posting of information to the employees in the unit. It is understood that there shall be no pyramiding by the Union and that no more than one-half (1/2) of any existing bulletin boards shall be used by the Union regardless of the number of bargaining units represented.

B. No political campaign literature or material detrimental to the Employer or the Union shall be posted. This provision shall not apply to bulletin boards customarily used for the posting of notices to students, patients or inmates at State institutions.

C. The Employer agrees that during working hours, without loss of pay, and on the Employer's premises, Union representatives shall be granted a reasonable amount of time for the purpose of posting Union notices on designated bulletin boards.

(Capital Complex see Appendix L-5)

#### **Section 4 Union Leave**

A. Elected constitutional officers of the Union and/or its affiliated locals/chapters shall, upon written request of the Union and/or its affiliated locals/chapters, be granted a leave of absence without pay for the term of office, not to exceed two (2) years. Appointed officials of the Union and/or its affiliated locals/chapters shall, upon written request of the Union and/or its affiliated locals/chapters, be granted a leave of absence without pay for the term of office, not to exceed two (2) years unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit.

The Employer agrees to provide the Union an explanation of why the request constitutes a hardship. Grievances involving the issue of whether a substantial hardship does, in fact, exist may be appealed directly to arbitration pursuant to Article IV of this Agreement. Notwithstanding the above, elected or appointed

officials of the Union and/or its affiliated locals/chapters may elect to take vacation or earned compensatory time in lieu of a leave of absence without pay.

B. These same elected officers shall be released for monthly local/chapter meetings and quarterly Council 61 meetings under the same rules as above. The employee will provide the employee's supervisor with ten (10) calendar days written notice for these meetings. A Union officer's leave supersedes any other scheduled leave of bargaining unit members. Any special meeting requiring less than ten (10) calendar days notice must be arranged through the Department of Administrative Services-Human Resources Enterprise (DAS-HRE). Union leave with less than ten (10) calendar days advance notice shall be limited to ten (10) days per employee per year.

C. Upon the request of the President of AFSCME/ Iowa Council 61 to the Chief Operating Officer of the Department of Administrative Services – Human Resources Enterprise, employees shall be granted a Union leave for other Union activities. Such leave(s) shall be limited to ninety (90) calendar days per person in each fiscal year. Pursuant to subsection A of this Section, the leave may be denied if the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit.

D. During union leave without pay for thirty (30) calendar days or less, employees shall continue to accrue sick leave and annual (vacation) leave and the Employer will continue to pay the Employer's share of all insurances.

At the Union's written request, during periods of leave of thirty (30) calendar days or less, the Employer will continue to pay the employee's wages so that the employee's retirement contributions will be uninterrupted. The Employer shall receive reimbursement from the Union within fifteen (15) calendar days following paycheck issuance for such gross wages including the Employer's share of retirement and Federal payroll taxes paid during such periods of Union leave without pay. Failure to reimburse the Employer in accordance with this provision will nullify this subsection in its entirety for the period remaining in the term of this Agreement.

**Section 5 Union Conventions and Conferences**

A. Duly elected Union delegates or alternates to the annual conventions of AFSCME/Iowa Council 61, AFL-CIO and the Iowa Federation of Labor, AFL-CIO shall be granted time off without pay, not to exceed a total of ten (10) work days annually, to attend said conventions.

B. Duly elected Union delegates or alternates to the biennial convention of AFSCME International, AFL-CIO shall be granted time off without pay, not to exceed a total of ten (10) work days, to attend said convention.

C. Union representatives selected to attend Union conferences shall be granted time off, without pay, not to exceed ten (10) work days annually, to attend said conferences.

D. The Union shall give the Employer at least ten (10) work days advance notice of the employees who

will be attending such functions whenever possible. Time off taken pursuant to this Section may be charged to vacation, earned compensatory time, or leave of absence without pay as the individual employee may designate.

**Section 6 Union Activity**

Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on State time except as specifically authorized by the provisions of this Agreement.

**Section 7 Discrimination**

The parties agree that their respective policies will not violate any bargaining unit member's rights which are provided in this Agreement because of Union or non-union affiliation.

**Section 8 Union Activity Protection**

A. Chapter 20 of the Code of Iowa provides that the Employer is prohibited from interfering with concerted Union activity, as set forth in Sections 20.10 (2) a-h of the Code of Iowa.

B. Bargaining unit employees who allege a violation of these rights may elect to file charges pursuant to Section 20.10 (2) of the Code of Iowa. In addition to the procedures set forth in the Code of Iowa, Section 20.11 and PERB Rules, Chapter 3, PERB shall, at the request of the parties and pursuant to this Agreement, provide an expedited procedure for the resolution of alleged violations of subsection A of this Section.

When one of the parties submits a request to utilize this expedited procedure, the other party shall agree or disagree in writing within fourteen (14) calendar days of its receipt of the request. The procedure shall provide for an adjudicator designated by PERB to conduct a hearing and issue appropriate decisions and orders. The adjudicator shall endeavor to issue such decisions and orders within thirty (30) days. If the bargaining unit employee elects to utilize the expedited procedure, the parties to this Agreement agree that those procedures shall be exclusive and that the adjudicator's decision and order shall be final and binding.

#### **Section 9 Union Visitation**

Upon request, Union representatives will be allowed to meet with bargaining unit employees during the employees' non-work time on the Employer's premises, provided suitable meeting facilities are available and practical.

#### **Section 10 No Reprisal**

The Employer shall not take reprisal action against an employee for disclosure of information by that employee to a member of the General Assembly, the Legislative Service Bureau, the Legislative Fiscal Bureau or the respective caucus staff of the General Assembly, or for disclosure of information which the employee reasonably believes is evidence of a violation of law or rule, mismanagement, a gross abuse of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

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**Section 11 Electronic Communication**

For purposes of this section, the term “electronic communication device” is defined to mean the Employer’s telephone, cellular telephone, pager, facsimile machine, and the e-mail system.

Only representatives of the Union whose names have been provided to the Employer shall be permitted to use electronic communication devices subject to the following conditions:

1. The amount of time used by the Union representative must be reasonable and must not unduly interfere with the performance of the Union representative’s work duties.
2. Communication is limited to the processing of grievances, matters pertaining to investigatory interviews, labor/management meetings, and other information normally posted on union bulletin boards.
3. No political campaign literature or material detrimental to the Employer will be transmitted by the union representative.
4. Employees who use electronic communication devices will be responsible for payment of costs incurred by the Employer which are in addition to normal operating costs.
5. Employer work rules and policies, not in conflict with this Section, will apply.

Nothing herein should be construed as creating restrictions on previously permitted uses or as

authorizing use in locations where use is prohibited due to health, safety, confidential or security reasons.

**Section 12 New Employee Orientation**

One (1) representative of the local Union shall be granted up to thirty (30) minutes for Union orientation during the formal orientation for new employees either as a group or with individuals.

Where the Employer does not have a formal orientation program, the Employer will notify the Local Union President/Chapter Chair that a new employee(s) has been hired. The Employer will allow, as the Union may elect, either up to thirty (30) minutes for Union orientation with the new employee to be scheduled by the Employer within thirty (30) days of the date of hire, or the distribution to new employees represented by the Union a packet of information material furnished to the Employer by the local Union.

The Employer retains the right to review materials provided for new employees by the Union and refuse to distribute any political campaign literature or material detrimental to the Employer.

The thirty (30) minute Union orientation shall be voluntary and without loss of pay for the new employee(s).

The Union representative shall be in pay status for the thirty (30) minute Union orientation only if the representative is on duty at the time the orientation is presented. No local Union representative shall receive overtime, call-back pay, etc., for participating in the employee orientation program while off duty. This does

not supersede the current agreement on New Employee Orientation between the Union and the Department of Corrections. That agreement remains in effect.

### **ARTICLE III MANAGEMENT RIGHTS**

Consistent with this Agreement, Management shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within its agencies.
3. Suspend, discipline or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of its agencies.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

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**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**Section 1 Definition**

A. A grievance shall be a written complaint alleging a violation involving the application and interpretation of the provisions of this Agreement.

B. A grievance shall contain a statement of the grievance by indicating the issue(s) involved, the relief sought, the date the incident(s) or violation(s) took place, if known, and the specific Section or Sections of the Agreement involved. The grievance shall be presented to the designated supervisor on forms mutually agreed upon and furnished by the Union, and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved employee shall have the right to a Union representative appointed by the Union.

C. Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

D. The arbitration provisions of this Agreement may only be invoked with the approval of the Union and, in the case of an employee's grievance, only with the approval of the employee.

E. All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence.

## **Section 2 Grievance Steps**

### **A. Step 1**

Within seven (7) calendar days of receipt of the written grievance from the employee or his/her Union representative, the supervisor will meet with the appropriate Union representative at a mutually agreed upon time and date (with or without the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the appropriate supervisor and returned to the employee and the Union representative within seven (7) calendar days from receipt of the written grievance submitted to the supervisor.

### **B. Step 2**

If dissatisfied with the supervisor's answer in Step 1, to be considered further, the grievance must be appealed to the Appointing Authority or the designee within seven (7) calendar days from receipt of the answer in Step 1. The Appointing Authority or designee will meet at a mutually agreed upon time and date with the appropriate Union representative (with or without the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Appointing Authority or designee and returned to the employee and the Union representative within seven (7) calendar days from receipt of the appeal to the Appointing Authority. (Board of Regents see Appendix M-2; Community Corrections see Appendix S-1)

### **C. Step 3**

If dissatisfied with the Employer's answer in Step 2, to

be considered further, the grievance must be appealed by facsimile transmission, regular U.S. mail, local mail (institutional, departmental or interdepartmental) or hand-delivered to the Chief Operating Officer of the Department of Administrative Services – Human Resources Enterprise or the Officer’s designee within fourteen (14) calendar days from receipt of the answer in Step 2. Within forty-five (45) days after the receipt of the appeal at Step 3, the designee of the Chief Operating Officer of the Department of Administrative Services – Human Resources Enterprise will meet with the appropriate Union representative (with or without the aggrieved employee) and attempt to reach resolution of the grievance. On grievances which do not involve discipline or discharge, the parties will, where practicable and feasible, meet via a telephone conference. Within thirty (30) calendar days following this meeting a written answer will be issued and attached to the grievance by the Chief Operating Officer of the Department of Administrative Services – Human Resources Enterprise or the Officer’s designee and returned to the grievant and the Union representative. Third step answers shall be sent by facsimile transmission, regular U.S. mail, local mail (institutional, departmental or interdepartmental) or hand-delivered.

(Board of Regents see Appendix M-2; Community Corrections see Appendix S-1)

D. Step 4

1. Grievance Arbitration

Grievances which have not been settled under the

foregoing procedure are eligible for arbitration. The issue as stated in the third step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. If an unresolved grievance is not arbitrated, it shall be considered terminated on the basis of the third step answer without prejudice or precedent in the resolution of future grievances.

For the purpose of selecting an impartial arbitrator, the parties will meet upon request and if unable to agree on an impartial arbitrator, the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a five (5) member panel of arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, the parties shall request a second panel of arbitrators from the Public Employment Relations Board. The AFSCME representative and the DAS-HRE representative will contact the assigned arbitrator and set a date for the arbitration hearing. After the date for the arbitration hearing is established, the AFSCME representative and the DAS-HRE representative will schedule a meeting, not less than one (1) week prior to the grievance arbitration hearing date, to exchange all evidence relevant to the grievance that is available to them at that time through the exercise of reasonable diligence. If not provided at the pre-arbitration meeting, evidence cannot be offered at the arbitration hearing unless the party can prove that the evidence was not available to the party through the exercise of reasonable diligence.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party, unless the parties mutually agree to share the entire cost. Except as provided in Section 8 of this Article, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The parties agree to share any cancellation fees for arbitration hearings canceled or postponed by mutual agreement. The party that is solely responsible for the cancellation or postponement of an arbitration hearing without the mutual consent of the other party shall pay the entire cancellation fee.

The arbitrator shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties to this Agreement provided any such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

### **Section 3 Time Limits**

Grievances not appealed within the designated time limits in any step of the grievance procedure may be denied by the Employer on the basis of timeliness. The Union reserves the right to submit such grievances to arbitration. The parties agree, however, that in grievances where timeliness is an issue, the grievance may be submitted by the Union to the next higher step, through Step 3, in order to allow the parties to attempt to resolve it.

Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within seven (7) calendar days for Step 2, and fourteen (14) calendar days for Step 3 on language issues. In order to be considered timely, a grievance must be scheduled for an arbitration hearing no later than nine (9) months from the date the grievance was answered by the Employer at Step 3 when it is a language issue or Step 2 in the case of a disciplinary issue. In order to be considered timely, a discharge grievance must be scheduled for an arbitration hearing no later than one hundred twenty (120) days from the date the grievance was answered by the Employer at Step 2. The Union may, at its option, seek to schedule an arbitration hearing any time after the Step 3 response for a language issue or Step 2 response for a discipline issue was due in the event the Employer fails to timely provide the response. Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing

to extend the time limits in any step of the grievance procedure. In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

**Section 4 Retroactivity**

Settlement of a grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than six (6) months prior to the date of initiation of the written grievance in Step 1.

**Section 5 Exclusive Procedure**

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

**Section 6 Number of Stewards**

For informational purposes only, the Union shall provide DAS-HRE with a written list setting forth the names and jurisdictional areas of Union representatives.

The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

**Section 7 Representation**

An employee may consult with a local Union representative during working hours relative to a grievance matter by first contacting the employee's

supervisor. The employee's supervisor shall arrange a meeting to take place as soon as possible for the employee with a Union representative through the Union representative's supervisor.

### **Section 8 Processing Grievances**

Union representatives who are members of Judicial Branch or Executive Branch bargaining units and grievants will be permitted a reasonable amount of time to process grievances during their regularly scheduled hours of employment. Processing grievances shall be defined as investigating, filing, and attending any step meetings and/or hearing(s) regarding grievances. However, only one (1) local Union representative will be in pay status for any one (1) grievance. Whenever possible, the Union representatives will provide twenty-four (24) hours notice to their supervisor(s).

Further, in a group grievance, up to three (3) percent, but not less than one (1) nor more than ten (10), of the grievants shall be in pay status as spokesperson(s) for the group. Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee and which involve like circumstances and facts for the grievants involved.

The Employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

Notwithstanding the foregoing provisions of this

Section, the Employer agrees to conduct all grievance meetings involving third shift employees either during that shift or at a time which is contiguous to the employee's shift. The Employer is not responsible for any compensation of third shift employees for such grievance meetings unless the Employer specifically requests, or if the parties mutually agree, that the grievant attend the hearing, in which case the grievant shall be compensated for the actual time spent in such hearing at his/her regular hourly rate and shall not be counted as hours worked for purposes of computing overtime.

### **Section 9 Discipline and Discharge**

The parties recognize the authority of the Employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause. The employee who alleges that such action was not based on just cause may appeal a suspension or discharge taken by the Employer beginning with the second step of the grievance procedure. All other disciplinary action shall begin with the first step of the grievance procedure. (Disciplinary action, as addressed in the foregoing paragraph, imposed upon employees of the Board of Regents Institutions and Community Based Corrections may be grieved beginning at the third step of the grievance procedure.)

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure. The Employer shall not discipline an employee without just cause, recognizing and

considering progressive discipline where applicable.  
(See Appendix K for discipline related to attendance)

Written reprimands, clarifications of expectations, or other similar memoranda shall be removed from the employee's personnel file after one (1) year provided no further disciplinary action has been taken against the employee.

The Employer shall provide written notification to affected employees prior to beginning an investigation into allegations of child abuse pursuant to Chapter 235A of the Code of Iowa and allegations of dependent adult abuse pursuant to Chapter 235B of the Code of Iowa and at the conclusion of such investigation.

Whenever the Employer determines that an employee must be removed from a current work assignment pending the completion of an investigation by the Employer to determine if disciplinary action is warranted, the Employer may:

1. Reassign the employee to another work assignment at their current rate of pay for up to twenty-one (21) calendar days, or
2. Suspend the employee from work for up to twenty-one (21) calendar days.

If the employee is suspended under number two (2) above, the employee shall be in pay status at their current rate of pay. If, at the completion of the investigation, the Employer decides that suspension or discharge is warranted, the Employer shall have the right to recover the pay provided during the period of suspension under number two (2) above, consistent with the disciplinary action.

The Union shall receive written notice of any disciplinary action or measure imposed upon an employee within three (3) working days of the time such action is taken.

**Section 10 Exclusion of Probationary Employees**

Notwithstanding Section 9 above, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

**Section 11 Exclusion of Grievant**

The aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party, the grievance shall be processed in the absence of the aggrieved employee and the Union will be allowed a maximum of two (2) representatives in pay status.

**Section 12 Exchange of Information for Processing Grievances**

A. The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding grievances involving the Union, employees, and the Employer.

B. Weingarten principles (the right of an employee who reasonably believes that they may be subject to discipline to have, upon the employee's request, a Union representative present during the investigatory interview) shall apply during investigatory interviews of an employee.

C. Upon request from the Union representative, the Employer will provide that Union representative with written statements of witnesses, if they exist.

D. Upon request from the Employer's representative, the Union will provide the Employer's representative with statements of witnesses, if they exist.

E. Employees who receive witness statements must comply with the State's policy that witness statements and the information contained in the statements will not be redisseminated to any person not directly involved with the processing of the grievance. Employees who violate the State's policy on redissemination will be subject to disciplinary action.

F. When a grievance is scheduled for arbitration, if the representative of either party desires to interview a witness prior to the arbitration hearing and the witness has been interviewed by the Employer or the Union in the course of a grievance investigation, the interview shall be conducted in the presence of a representative from DAS-HRE. Witnesses are not required to grant the interview, however, such interviews, when conducted, shall be limited to the witness, an AFSCME Council 61 staff representative or attorney, and the representative from DAS-HRE.

### **Section 13 Resolution of Timeliness Arbitrability Issues**

Where an issue exists as to the timeliness arbitrability of a particular grievance, the Chief Operating Officer of DAS-HRE or the Chief Operating Officer's designee shall give written notice to the Union. Following

written notice, the timeliness dispute shall be submitted to an arbitrator, other than the arbitrator selected to determine the merits of the grievance, upon written submissions and by telephone hearing only.

Where the timeliness of a particular grievance is submitted to arbitration, the date for such arbitration shall be scheduled within thirty (30) days following the date that DAS-HRE provided notice to the Union, and a decision rendered within thirty (30) days following the date of the timeliness arbitrability hearing.

The party that does not prevail in the timeliness dispute must pay the cost of that hearing.

#### **Section 14 Grievance Resolution Improvement Process (GRIP)**

The parties agree to utilize the Grievance Resolution Improvement Process (GRIP) for all departments except Community Based Corrections and the Board of Regents institutions. GRIP will be limited to disciplinary cases only; and no more than twenty (20) cases will be scheduled per month. The parties will follow the steps outlined in Appendix N.

### **ARTICLE V SENIORITY**

#### **Section 1 Definition**

A. For employees not covered by a collective bargaining agreement on July 1, 2003, seniority means an employee's length of continuous service with the

Employer in a permanent position since his/her date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position.

B. In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number, with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

C. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.

D. Management will be required to apply seniority as defined above only as specifically provided in this Agreement and subject to any limitations set forth in any particular article or section of this Agreement.

E. An employee covered by a non-AFSCME collective bargaining agreement shall have no seniority upon entrance or return to a position covered by this Agreement.

F. For all other employees, seniority means an employee's length of continuous service with the

Employer since his/her date of hire in a permanent position covered by this Agreement. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in a classification covered by this contract and contiguous to the appointment to a permanent position. No employee in a position covered by this Agreement on July 1, 2003, shall lose seniority by virtue of operation of this Section.

### **Section 2 Seniority Lists**

A. The Employer shall prepare and post, on existing bulletin boards, seniority lists as defined in this Article. The lists shall be updated semiannually and contain each employee's name, classification and seniority date. A copy of the seniority list shall be furnished to the local union at the time of posting.

B. Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

### **Section 3 Retroactivity Prohibited**

Those employees in the bargaining unit employed prior to the effective date of this Agreement shall retain their current seniority date (date of hire or adjusted date of hire, if applicable) as established by DAS-HRE or the Board of Regents' (BOR) prior to the effective date of this Agreement. For employees at the Department of Commerce, Alcoholic Beverages Division, all Warehouse Operations Workers and Transport Drivers who were employed when the State

became the Employer will have the same seniority date. The employee's actual date of hire with the warehouse and transport operations will determine seniority.

## **ARTICLE VI LAYOFF PROCEDURE**

### **Section 1 Application of Layoff**

The Union recognizes the right of Management to layoff or to reduce the hours of employment in accordance with the procedures set forth in this Article. Such procedures shall not apply to:

- A. Temporary layoff; and/or
- B. Seasonal layoff of seasonal employees; and/or
- C. Employees with an academic year appointment at institutions and schools, during recesses in the academic year and/or summer;
- D. Volunteers only with the agreement of the President of AFSCME/Iowa Council 61.

### **Section 2 General Layoff Procedures**

When a layoff or hours reduction occurs, the following general rules shall apply:

- A. Layoff shall be by classification and subtitle as set forth in the job specifications.
- B. Layoff shall be by organizational unit.  
(General Government and Board of Regents see Appendix B; Community Corrections see Appendix B2; Department of Revenue see Appendix Q-7)

C. An agency may not layoff permanent employees until they have eliminated all non-permanent employees within the layoff unit in the same classification in the following order: emergency, temporary, provisional, intermittent, trainee, and probationary.

D. The Employer shall notify the Union at least sixty (60) calendar days in advance of any anticipated layoff.

E. Each employee affected by a reduction in force shall be notified in writing of layoff at least twenty (20) working days prior to the effective date of the layoff unless budgetary limitations require a lesser period of notice.

F. Employees in the layoff unit shall be laid off in accordance with seniority and ability. Layoff shall be by seniority with the least senior employee being laid off first unless the least senior employee possesses special skills and ability required to meet the needs of the Employer, and that the senior employee must also possess the academic qualifications required for the position. In the case of classifications which are used in research laboratories in academic departments of the Board of Regents institutions, the Employer need not retrain an employee to acquire the skills specific to the research projects conducted.

G. A permanent employee in a classification in which layoffs are to be effected may, in lieu of layoff, elect bumping to the next lower classification in the layoff unit in the same series as the classification in which layoffs are to be effected or, in the absence of a lower classification in the same series, to a classification in the layoff unit which the employee has formerly

occupied while in the continuous employ of the agency, or in the absence of a classification in the layoff unit which the employee has formerly occupied while in the continuous employ of the agency, to an equal or lower classification in the layoff unit for which they meet the minimum qualifications of the job. The assignment in the classification will be at the Appointing Authority's discretion; however, such assignment shall not be permitted if the result would be to cause the bumping of a permanent employee with greater seniority. To exercise the right of bumping, in lieu of layoff, the employee must notify the Appointing Authority, in writing, of such election, which must be received or postmarked no later than five (5) calendar days after receiving notice of layoff. Any permanent employee displaced under these provisions shall have the right of election as provided herein.

The Employer shall notify the employee in writing of the exact location of the position to be bumped into. After receipt of this notification, the employee shall again have five (5) calendar days in which to notify the Appointing Authority, in writing, to either accept the position or be laid off.

Any employee who elects to bump in lieu of layoff shall have the right of recall to the classification he/she formerly occupied, provided he/she meets the qualifications of the position, before any other person may be promoted to or a new employee hired for such classification by the Appointing Authority enforcing the layoff. Upon bumping, an employee shall retain his/her current rate of pay except that if such rate of

pay is higher than the highest rate currently paid for the classification to which the employee bumps, his/her pay shall be reduced to that rate of pay. Additionally, if federal funds are involved, the employee upon bumping will receive the salary provided by the federal grant. In such an event, the Employer will make a good faith effort to obtain additional federal funds. Any employee laid off because of reduction in force shall be offered a position in the classification from which he/she was laid off provided he/she meets the minimum qualifications for the position, before a new employee may be hired for such position by the Appointing Authority enforcing the layoff, if such opening becomes available within two (2) years of such layoff because of a reduction in force. Employees who are covered by another collective bargaining agreement cannot bump an employee covered by this Agreement.

H. The Employer shall maintain a recall list of employees who were laid off, who exercised their bumping rights, or who made written notice to the Employer of their recovery from long-term disability or injury after the expiration of a leave of absence:

1. Employees who exercised bumping rights shall be placed on the recall list for the class from which they were laid off.
2. Employees who are laid off or who make written notice to the Employer of their recovery from a long-term disability or injury shall be placed on the recall list for the class they held prior to layoff or disability. In addition, the employee may also designate up to fifteen (15) other classes, provided he/she meets the

qualifications and/or passes the applicable DAS-HRE merit or BOR merit test, and the specific counties to which the employee will accept recall. The designation of classes or counties may be changed monthly by the employee through procedures agreed to by AFSCME/ Iowa Council 61 and the Employer. If an employee is recalled to a position in a classification which the employee has not previously held, the employee will serve a probation period. If the recalled employee fails to successfully complete the probation period, the employee will be laid off without bumping rights and placed on the recall list as described above for a period of two (2) years.

3. Employees who refuse to accept any reassignment in excess of twenty-five (25) miles of the original work site shall be placed on the recall list as described in numbers one (1) and two (2) above.

4. Failure to accept any position listed by the employee pursuant to number two (2) above when offered by certified mail within five (5) calendar days after notice of recall shall negate any further recall rights.

5. If a laid off employee accepts a temporary position, he/she shall remain on the recall list.

I. The determination of the layoff order is subject to the grievance procedure commencing at Step 3. The implementation of such layoff shall not be delayed pending the resolution of such grievances.

J. Whenever a permanent vacancy as defined in Article VII, Section 5 occurs, before a new or temporary employee is hired, employees shall be allowed to transfer or be recalled in the order set forth

in Article VII, Section 6.

(Board of Regents see Appendix M-3)

**Section 3 Temporary Layoff Procedures**

A. When the Employer determines that a temporary layoff must be implemented, the Employer will determine the total number of days. The temporary layoff shall not exceed ninety (90) consecutive calendar days [thirty (30) calendar days for PFS (Appendix Q)] per employee per State fiscal year and shall not carry contiguously into the following fiscal year.

B. Prior to implementing a temporary layoff, the Employer will first terminate all non-permanent employees who perform similar duties including temporary service (i.e. Manpower, Olsten, etc.) employees.

C. Employees will be temporarily laid off by seniority within the entire classification series and temporary layoff unit as follows:

DOC: Institutions, Central Offices, and IPI (Plants)

CBC: Districts

DOT: Ames/Des Moines Complex and Districts (but not more than fifty percent (50%) of any work unit).

DHS: Institutions, Central Office, Service Areas  
IVH

IWD: (see Appendix T)

DAS: Statewide

All other State Agencies: Divisions, Districts or Regions and Institutions.

No more senior employee may be subject to the temporary layoff until the preceding less senior employee (within the classification series and temporary

layoff unit) is scheduled for the maximum number of temporary layoff days. Employees shall receive a minimum of fourteen (14) calendar days notice of temporary layoff.

D. No more than thirty percent (30%) of the employees in the temporary layoff unit may be temporarily laid off in any fiscal year.

E. Employees in the temporary layoff unit may volunteer for any part of the temporary layoff with the most senior volunteer(s) being accepted unless the absence of the employee would cause a hardship on operating efficiency. Voluntary temporary layoffs shall be for a minimum of one (1) calendar week, unless the parties agree to a shorter length of time. No more senior employee (except volunteers) may be subject to the temporary layoff until the preceding less senior employee (within the classification series and temporary layoff unit) is scheduled for ninety (90) consecutive days.

F. During the temporary layoff, employees shall continue to accrue sick leave and annual (vacation) leave and the Employer will continue to pay the Employer's share of all insurance.

G. This section does not apply to Regents. For Regents, see Appendix M.

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**ARTICLE VII  
TRANSFERS**

(Transfers for Community Corrections see Appendix S-2)

**Section 1 Eligibility**

A. Employees must have been in their current classification for at least six (6) months in order to be eligible for transfers pursuant to this Article, but may not transfer more than twice during the life of the Agreement. Transfers to a position under the supervision of the employee's current supervisor will not be counted towards the limitation of two (2) transfers during the life of the Agreement. However, if an employee goes into a classification with a lower pay grade in lieu of layoff, the employee shall immediately

be eligible for transfers pursuant to this Article. Additionally, an employee who is required to change shifts upon promotion shall be immediately eligible for transfer to a different shift within the employing unit.

B. Employees who desire to transfer to another position within the same classification, either between employing units of a State agency or between State agencies, shall file a written request as prescribed by the agency or, if between State agencies, with the appropriate departmental personnel office indicating that interest.

**Section 2 Transfers Within Employing Units**

A. The Employer shall post all openings indicating the specific location, shift, work unit and days off. Specific

location shall be defined as the organizational unit of the agency. Specific shift shall be defined as the hours of work. Specific work unit shall be defined as the area inside of the organizational unit where the employee performs his/her work. Specific work unit can be defined as rotating post or relief post. Specific days off shall be the days off that are assigned to the position.

A period of five (5) work days from the date of the announcement shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy. At the close of the five (5) work day posting period, the Employer will review those requests from any employee in the same employing unit who is in the same classification as the vacancy. When an employee applies for a posted position and has not removed his/her name by the close of the posting, the employee must accept the job, if offered. The Employer shall offer the position to the most senior bargaining unit employee who has filed a transfer request. In the event an employee is the most senior bidder for more than one position simultaneously, he/she shall immediately accept one (1) of the positions.

B. The Employer shall transfer the most senior employee who makes the transfer request for the open position provided he/she possesses the ability to perform the duties as assigned and meets any job related special or selective certification requirements. Such requirements shall be reflected on the posting. The Employer may deny transfers if the transfer would substantially impair the Employer's ability to maintain

operational efficiency. The Employer is not obligated to retrain employees in order to qualify them for transfers under the provisions of this Article. (Board of Regents see Appendix M-5, M-6, M-8, Department of Workforce Development see Appendix T)

**Section 3 Transfers Between Employing Units  
Within a State Agency**

In the event a vacancy is not filled by transfer of an employee under the provisions of Section 2 of this Article, the Employer shall consider interested employees who are in the same classification as the vacancy from other employing units of the agency who have indicated an interest in the specific location, shift, work unit and days off by submitting a transfer request. The transfer request must be submitted prior to transfer opportunity posting in Section 2. The Employer shall transfer the most senior employee who makes such request for the open position provided he/she possesses the ability to perform the duties as assigned and meets any job related special or selective certification requirements. The Employer may deny transfers if the transfer would substantially impair the Employer's ability to maintain operational efficiency. The Employer is not obligated to retrain employees in order to qualify them for transfers under the provisions of this Article. The employee shall have three (3) working days in which to accept or decline the offer in writing. (Department of Workforce Development see Appendix T)



#### **Section 4 Transfers Between State Agencies**

In the event a vacancy is not filled under the provisions of Sections 2 or 3 of this Article, the Employer shall consider interested employees in the same classification as the vacancy from other State agencies who have filed a transfer request. The Employer shall offer the position to the most senior employee who makes such request for the open position. The employee shall have three (3) working days in which to accept or decline the offer in writing.

#### **Section 5 Definition of Permanent Vacancy**

For purposes of this Article, a permanent vacancy is created:

- A. When the Employer has approval to increase the workforce and decides to fill the new positions;
- B. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: termination, transfer out of the bargaining unit, promotion, or demotion;
- C. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of this Article;
- D. Transfers within the bargaining unit resulting from Sections 2, 3, or 4 above;
- E. Where the Employer creates new shifts and/or days off schedule.



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**Section 6 Transfer Limitations**

A. The application of the procedures in this Article shall be limited to the original vacancy and the six (6) subsequent vacancies resulting from the filling of the original vacancy.

B. Employees may not transfer under the provisions of this Article more often than once every six (6) months unless reassigned by Management within the six (6) month period.

C. Employees who decline two (2) transfer opportunities within a twelve (12) month period will have their names removed from the register for a period of six (6) months. It is the responsibility of the employee to resubmit a transfer request following the six (6) month period.

⊕ D. Employees transferring under the provisions of this Article shall not be eligible for payment of moving expenses by the Employer. ⊕

E. Employees transferring into federally funded positions will receive the salary provided by the federal grant.

F. In all employing units in which vacancy lists are maintained the local Union shall be allowed to inspect vacancy lists on a monthly basis.

G. Nothing in this Article shall be construed as a limitation on the Employer's ability to reassign employees to meet agency needs as determined by the Employer. Employees reassigned more than twenty-five (25) miles from the original work site will be provided a twenty (20) working day notice. Employees who refuse to accept such reassignment will be afforded the rights

set forth in Article VI, Section 2(H).

H. Transfers will be granted as follows:

1. Transfer within the employing unit pursuant to Section 2.
2. Recall within the employing unit to the class and status (full-time or part-time) from which laid off.
3. Promotion, demotion, reclassification within the employing unit (Employer's discretion).
4. Transfer within the employing unit of part-time employees to full-time positions or full-time employees to part-time positions.
5. Transfer between employing units pursuant to Section 3.
6. Recall between employing units to the class from which laid off.
7. Promotion or demotion between employing units or between agencies (Employer's discretion).
8. Transfer between employing units of part-time employees to full-time positions or full-time employees to part-time positions.
9. Transfer between agencies pursuant to Section 4.
10. Recall between agencies to the class from which laid off.
11. Recall to a class other than one from which laid off.
12. New hire (Employer's discretion).

I. When a unit, office, or post within an employing unit goes out of existence and the affected employees are not laid off, the Employer and the Union shall meet and attempt to agree upon the procedures for the assignment of affected employees. If the parties fail to

agree upon an alternative procedure, the Employer shall offer existing vacancies for which no employee within the employing unit bid to the employees affected by the closure in seniority order. Employees who select a vacancy shall not be subject to the waiting periods established in (B) above for the exercise of transfer rights.

J. This definition shall apply anywhere the terms “special qualifications” or “selective certification requirements” are used in this Agreement. “Special qualifications” and “selective certification requirements” shall consist only of those legal requirements and job related knowledge, skills, abilities, or competencies that are:

1. Appropriate to the job classification of the position;
2. Necessary for successful performance of the essential duties of the position, and;
3. Of a nature and extent that an individual lacking such “special qualifications” could not acquire them and become proficient in them through reasonable orientation or other training of a limited duration. All “special qualifications” and “selective certification requirements” shall be announced in the job posting.

### **Section 7 Return from Military Service**

If required by USERRA to allow the returning veteran to assume the position that they would have successfully bid on if not on active military service, or if the veteran returns to the position held prior to active military service and a shift imbalance occurs, the Employer will reassign the least senior employee

in the affected classification on the affected shift. Any employee reassigned under this Section will have immediate transfer rights.

## **ARTICLE VIII HOURS OF WORK**

### **Section 1 Work Schedules**

(This Section shall not apply to employees in the Fiscal and Staff bargaining unit.)

A. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work week.

B. The Employer shall provide fourteen (14) calendar days written notice to the Union and the affected employees prior to making permanent changes in work schedules. However, employees who work in research laboratories in academic departments of the BOR institutions may have their schedules changed to meet research needs without incurring any overtime obligation until the employee has worked forty (40) hours in a week. Temporary work schedule changes shall not be made for the purpose of avoiding overtime except by voluntary agreement by the employee.

C. Any permanent schedule change made by the Employer that is grieved will not be implemented until Step 3 of the grievance procedure is exhausted. Such grievances shall begin with Step 3 of the grievance procedure.

D. Where practical and feasible as reasonably determined by Management, the employee may elect flexible hours of work including:

- a. Variable starting and ending times;
- b. Compressed work week such as:
  - 4-ten hour days, or
  - 4-nine hour days and one (1) four hour day;
- c. Other mutually agreeable flexible hour concepts, which may include weekend work only. When a request for flextime is denied the written rationale will be provided to the employee within five (5) working days after the date Management receives the request. The term “Management Rights” will not be used as sole justification for denial of flextime.

(Department of Transportation see Appendix I-1, I-2; Fiscal and Staff field staff bargaining unit see Appendix Q-1; Non-field staff schedules for the Fiscal and Staff bargaining unit see Appendix Q-2; Weekend work see Appendix U)

## **Section 2 Overtime**

(This section shall not apply to employees in the Fiscal and Staff bargaining unit.)

### **A. Definitions**

#### **1. Overtime:**

Time that an employee works in excess of forty (40) hours per work period.

(Airport Firefighters see Appendix F-1; Patient Care see Appendix W-2b)

#### **2. Work Period:**

A regularly recurring period of one hundred sixty-

eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods. (Patient Care see Appendix W)

3. Work Time:

The following items will be regarded as hours worked for the purpose of computing overtime pay:

- a. Hours worked excluding standby time.
  - b. Rest periods.
  - c. Holidays when paid in cash in the week of occurrence.
  - d. Annual leave.
  - e. Compensatory leave.
  - f. Unscheduled holidays.
  - g. Sick leave when used before forty (40) hours in pay status are accumulated or if prescheduled at least sixteen (16) hours in advance. (Patient Care see Appendix W)
  - h. Court appearances as defined in Article X, Section 4.
  - i. Department approved Workforce Development trainings and conferences.
  - j. Voting leave as defined in Article X, Section 4.
  - k. Jury duty leave as defined in Article X, Section 4.
  - l. Travel between job sites during or after the regular work day.
  - m. Meal periods of less than thirty (30) minutes where an employee is not relieved of his/her post, station or duty.
  - n. Wash-up time taken in accordance with Section 5 of this Article.
- (Department of Transportation see Appendix I-3)

## B. Overtime Compensation

Overtime shall be compensated at a premium rate of time and one-half (1-1/2) the employee's base hourly pay or actual overtime hours worked, whichever is applicable. Payment shall be made in either cash or compensatory time as follows:

1. The decision to pay overtime in cash or compensatory time rests with the employee; however, the Employer reserves the right to require employees to take cash payment rather than earned compensatory time.

2. Compensatory time can only be accumulated to one hundred twenty (120) hours. Any hours over one hundred twenty (120) will be paid out in cash. (Department of Administrative Services-General Services Enterprise see Appendix L; Department of Transportation see Appendix I-10)

3. A request can be made by the employee for a payout in cash of any accumulated compensatory time. There must be at least a two (2) week notice to the personnel office. The money will be included in the pay check for the pay period during which the request is made.

4. Compensatory time may not be carried over into a new State fiscal year; however, the Employer may designate other than the State's fiscal year for purposes of utilization of compensatory time. For those work units where other than the State's fiscal year is utilized, the Employer will so notify the Union. Compensatory time due an employee at the end of the State's fiscal year, or other designated year where applicable, shall

be paid out in cash. The year for the purposes of utilization of compensatory time shall end on the 30th day of September for all Department of Public Defense employees.

5. Compensatory time off shall be granted at the request of the employee with the approval of the Appointing Authority or his/her designee. Compensatory time off shall be granted at the convenience of the employee, whenever possible, consistent with the staffing needs of the agency. (Department of Corrections see Appendix H-1; Patient Care Unit see Appendix W-2)

#### C. Scheduling of Overtime

1. The Employer will, as far as practicable, distribute overtime on an equal basis by seniority among those included employees in that classification assigned to the work unit who normally perform the work involved.

2. Overtime opportunities shall be accumulated. Offered overtime not worked shall be considered time worked for purposes of overtime distribution.

3. Upon request, the Union may review overtime equalization records.

(Department of Transportation see Appendix I-4)

#### D. Pyramiding Prohibited

Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work incurred during the same work period. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked. Holidays which fall on an employee's regularly scheduled work

day will be counted for the purpose of computing overtime eligibility. Holidays which fall on an employee's regularly scheduled day off will be paid at the employee's regular straight time rate and shall not be counted for the purpose of computing overtime eligibility.

E. Employees Returning From Leaves of Absence  
New employees or employees returning from a leave of absence shall be credited with the average number of overtime hours worked by employees within the work unit.

### **Section 3 Meal Periods**

A. All employees shall be granted an unpaid meal period of at least thirty (30) minutes in duration or, at the Employer's discretion, a paid meal period in those situations where qualified relief is not available. Where practicable, the Employer will attempt to schedule the meal period at approximately the middle of each shift.

B. During overtime work hours, the Employer shall schedule such additional unpaid meal periods as are reasonable.

(Security Unit see Appendix O-1; Clerical Unit see Appendix R-1; Fiscal and Staff Unit see Appendix Q - 3)

### **Section 4 Rest Periods**

A. All employees shall be granted a fifteen (15) minute rest period during each one-half (1/2) shift provided qualified relief is available. The rest period shall be scheduled at approximately the middle of each one-half (1/2) shift.

B. Employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period within the limitations set forth above.

C. Drivers and Transport Drivers shall receive a thirty (30) minute rest period after twelve (12) hours of work. (Clerical Unit see Appendix R-2; Fiscal and Staff Unit see Appendix Q-4)

### **Section 5 Wash-Up Time**

Employees shall receive reasonable and adequate wash-up time consistent with available facilities immediately prior to the end of the shift. The Employer shall determine those positions which shall qualify for wash-up time; however, the Union reserves the right to grieve the unreasonable denial of such wash-up time.

### **Section 6 Shift Differential**

A. The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of \$0.50 per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between 6:00 p.m. and midnight, and a shift differential of \$0.55 per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and 6:00 a.m. Employees who work rotating shifts on a regularly scheduled permanent basis shall be eligible for shift differential.

B. Employees shall not be eligible for shift differential pursuant to this Section as a result of an extension of their regular work day into a shift differential period.

For purposes of this Section, a regularly scheduled permanent shift is defined as those situations where an employee is assigned to the same shift for a period of time in excess of two (2) weeks (fourteen [14] calendar days). Employees entitled to shift differential shall receive the applicable shift differential for all hours worked.

(Natural Resources Technician 1 #05301 and Natural Resources Technician 2 #05331 see Appendix P)

### **Section 7 Standby**

The Employer will specifically designate those employees in writing who are to be in standby status. An employee who is in standby status is responsible for keeping the Employer aware of his/her whereabouts and shall be immediately accessible by telephone or beeper. The Employer may establish reasonable reporting procedures for the implementation of this Section. An employee in standby status shall receive ten percent (10%) of his/her normal hourly rate for each hour in said status. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes.

(Natural Resources Technician 1 #05301 and Natural Resources Technician 2 #05331 see Appendix P)

### **Section 8 Call-Back Time**

A. The Employer agrees that an employee called back for duty or called in on the employee's day off will be guaranteed a minimum of three (3) hours at the appropriate rate of pay. This provision shall not be

construed so as to provide for additional compensation if the employee is recalled back for duty within the original three (3) hour period, except that an employee who is called back to work in excess of three (3) hours will be paid for actual time worked. To qualify for call-back compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.

B. The provisions of Section 8(A) are not applicable to employees prescheduled for duty at least forty-eight (48) hours in advance.

(Natural Resources Technician 1 #05301 and Natural Resources Technician 2 #05331 see Appendix P)

### **Section 9 Travel Between Work Sites**

Employees who are required by the Employer to report to a work site for the purpose of picking up tools, equipment and/or uniforms, and who subsequently travel to a second work site, shall be in pay status for time spent in traveling between work sites.

### **Section 10 Scheduling of Volunteer Emergency Personnel**

The Employer, upon request, shall attempt to reschedule employees who have served as volunteer firefighters, volunteer ambulance personnel or volunteer emergency medical technicians for a community during the preceding twenty-four (24) hours.

All employees of the State, other than employees employed temporarily for six (6) months or less or those employees considered essential personnel, who

are volunteer firefighters or emergency medical service personnel shall be entitled to a leave of absence for the period of an emergency response without loss of status or efficiency rating, and without loss of pay during such leave of absence.

**Section 11 Volunteer Firefighters**

A. Employees who participate as volunteer firefighters at their work site shall be compensated with an additional ten dollars (\$10) each pay period.

B. The Employer shall not prorate this compensation during any leave of absence without pay of less than five (5) days in duration.

**Section 12 Med Passer Differential**

Department of Human Services see Appendix J-1; Department of Veterans' Affairs, Veterans' Home Division see Appendix V-2; Department of Corrections see Appendix H-4; and Community Corrections, for allotment of medications, see Appendix S-18.

**ARTICLE IX  
WAGES AND FRINGE BENEFITS**

**Section 1 Wages**

A. On the first day of the pay period that includes July 1, 2007, employees in the bargaining units covered by the Agreement shall receive an across-the-board pay increase of three percent (3%) added to the base salary.

All employees eligible for negotiated within-range

step increases shall receive automatic step increases in accordance with their eligibility date and the new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The current procedure used in Regents will continue as it currently exists. The step increases shall be automatic four and one-half percent (4.5%) within-grade increases in accordance with their eligibility date.

B. On the first day of the pay period that includes July 1, 2008, employees in the bargaining units covered by this Agreement shall receive an across-the-board pay increase of three percent (3%) added to the base salary.

C. All Regents employees eligible for negotiated within-range increases shall receive an automatic within-grade increase of four and one-half percent (4.5%) in accordance with their eligibility date. In addition, employees who are promoted, demoted, reclassified, assigned special duties, or lead workers will have their pay set based upon the administrative rules of the Regent Merit System with the value of a step equal to four and one-half percent (4.5%).

D. All DOT employees in the bargaining unit who are currently receiving longevity payments shall continue to receive such payments in accordance with their current longevity step and rate. However, such longevity payment shall be frozen at the current longevity step for all DOT employees and no additional increases shall be granted to any employee except employees in the Clerical bargaining unit and those employees in the Fiscal and Staff bargaining unit who were designated "104U" or "004U" prior to January 1989.

Effective July 1, 2006, all DOT employees in the bargaining unit who are currently receiving longevity payments shall continue to receive such payments in accordance with the established longevity step and rate.

Employees not currently receiving longevity payments shall not be eligible for such payments.

E. All employees in classifications recommended for a pay grade increase shall receive a step-to-step increase in accordance with negotiated classification increases.

F. No person brought into an AFSCME bargaining unit by stipulation by the parties, action by PERB, or by operation of law shall suffer any loss of salary or salary potential as a result of inclusion in the AFSCME bargaining unit.

### **Section 2 Deferred Compensation**

For employees who are eligible for Internal Revenue Code Section 457 Deferred Compensation, the Employer shall match employee contributions at the rate of \$1.00 for each \$2.00 contributed by the employee, up to a maximum of \$75.00 per month.

### **Section 3 Selected IRS Pre-Tax Benefits**

A. The State will offer a premium conversion plan in which employees may elect, during a designated annual enrollment period, to pay their share of the health, dental and life insurance premiums with pre-tax rather than post-tax salary dollars.

B. The State will provide a program consistent with Internal Revenue Code, Section 129 regulations through which employees may elect to make a pre-tax reduction

in wages which will be paid to an account from which allowable dependent care expenses will be reimbursed.

C. The State will provide a program consistent with Internal Revenue Code Section 125 regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable medical expenses will be reimbursed.

D. If an employee share of the health insurance surplus fund becomes available, the Employer agrees that the Union will determine the utilization of the employee share of the surplus in outlying years, subject to the limitations set by the various federal agencies regarding the use of such funds. These funds will be allocated on a plan year basis.

#### **Section 4 Health Benefits**

##### **A. Group Plans and Contributions**

The State agrees to continue to provide group health benefits to all eligible bargaining unit members. Employees will have health plan options of Program 3 Plus, Iowa Select, a PPO with a \$50 emergency room co-payment, without consideration of any other deductible, as well as such managed care organization plans as offered annually by the State with the benefits at the same level as provided under such plans during 2007. Program 3 Plus and Iowa Select will be modified to include a three (3) tier drug card program in which there is a separate \$250/\$500 drug card out-of-pocket maximum and a \$5/\$15/\$30 (generic/brand name formulary/brand name nonformulary respective) copayment. Program 3 Plus and Iowa Select will

include a mail order prescription provision where two co-payments will be paid for a ninety (90) day supply for maintenance drugs determined by the carrier. If a generic equivalent is appropriate and available and the member chooses a brand name drug, the member is responsible for the copayment plus any difference between the maximum allowable fee for the generic drug and the maximum allowable fee for the brand name drug, even if the provider has specified that the brand name drug must be taken. The deductible carry over provision for both Plan 3 Plus and Iowa Select will be eliminated. A \$15 standard office visit co-pay will be included in both Program 3 Plus and Iowa Select. This co-pay applies once per date of service and applies to the exam only, deductible and coinsurance do not follow the co-pay for the exam. Coinsurance would apply to other office services and the co-pay will not count towards out-of-pocket maximums. The State further agrees to contribute to the cost of health benefits in accordance with the following provisions:

1. Single Plans:

In each year of this Agreement, the State shall contribute the full cost of single coverage.

2. Family Plans:

In each year of this Agreement, the State's monthly contribution to all family plans shall be eighty-five percent (85%) of Iowa Select. Employees may apply this dollar amount to the plan of their choice.

Family plans will be available to Domestic Partners, provided they meet requirements set forth by the State and its carriers. The State will pay the State's

contribution toward family premium. Any forms or affidavits will not be made part of this contract.

b. Either year of this Agreement:

Should the monthly premium for any family health plan option be reduced during this Agreement, the State and the employees will contribute the same percentages of total monthly premium paid in the prior year. The State's contribution for a MCO not previously offered will be the State's contribution to Iowa Select.

3. Double-Spouse:

When a husband and wife are employed by the State, at the option of the couple, one family plan may be elected. The State's contribution to double-spouse family coverage will be the full premium.

When a husband and wife are employed by the State and one spouse is a full-time employee and one spouse is a benefits-eligible part-time employee, at the option of the couple, one family plan may be elected. The State's contribution to the above stated double-spouse family coverage will not exceed the full family premium.

If both spouses are benefits-eligible part-time employees, the State's share of the premium for each employee will be one-half ( $\frac{1}{2}$ ) of the State's share of the full-time double-spouse family premium.

When a husband and wife are employed by the State, and one spouse is a non-Regents employee and the other spouse is a non-merit Regents employee, at the option of the couple, one family plan may be selected. The family plan selected shall come from those plans administered by DAS-HRE.

B. Cost Containment

Program 3 Plus and Iowa Select will include a cost containment program requiring precertification of all non-emergency inpatient admissions, post-certification of emergency inpatient admissions, continued inpatient stay review, individual case management, and payment reductions for program non-compliance. Outpatient mental health and substance abuse care will require precertification or payment reductions will occur for program non-compliance. Additionally, there will be a \$25,000 lifetime maximum per couple for infertility benefits, use of a mental health network is required or benefit reduction will occur, and diabetic education is a covered benefit.

C. Second Opinions

Second opinions for elective surgery remain voluntary. (Enrollment Periods, Other Enrollment Changes, and Movement Among Plans, see Appendix C)

**Section 5 Dental Benefits**

A. The State agrees to provide dental benefits to all eligible bargaining unit members as set forth in Appendix D. The State shall contribute the full cost of single coverage for a full-time employee. The employee may elect to purchase family coverage in accordance with the provisions of Appendix C (Dental Benefits Plan section).

If a full-time employee elects a family plan, the State shall contribute fifty percent (50%) of the family premium.

Family plans will be available to Domestic Partners, provided they meet requirements set forth by the

State and its carriers. The State will pay the State's contribution toward family premium. Any forms or affidavits will not be made part of this contract.

B. When a husband and wife are employed full-time by the State, or one spouse is a full-time employee and one spouse is a benefits-eligible part-time employee, at the option of the couple, one family plan may be elected. The State's contribution to double-spouse family coverage will be equal to two (2) single contributions. If both spouses are benefits-eligible part-time employees, the State shall contribute the cost equal to a single plan.

C. When a husband and wife are employed by the State and one spouse is a non-Regents employee and the other spouse is a non-merit Regents employee, at the option of the couple, one family plan may be selected. The family plan selected shall come from those plans administered by DAS-HRE.  
(Enrollment periods and other enrollment changes, see Appendix C, Dental Benefits Plan section.)

### **Section 6 Workers' Compensation Benefits**

A. Workers' compensation insurance has primary responsibility for workers' compensation injuries. The Employer shall ensure that medical expenses of injured workers are paid to the extent coverable under group medical benefits, as set forth in this Article, during the pendency of Industrial Commission appeal proceedings for workers' compensation benefits, and the Employer, or its insurance carrier, if any, shall continue to possess all rights of subrogation as provided by law arising from

the payment of such expenses.

B. Employees shall not be required to utilize sick leave, vacation, or earned compensatory time prior to applying for workers' compensation benefits. Upon request, employees may supplement workers' compensation benefits with accrued sick leave, vacation, or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

### **Section 7 Life Insurance**

A. The Employer agrees that all bargaining unit employees shall be eligible to participate in the State employees' group life insurance program administered by DAS-HRE.

B. Provisions of the group life insurance program are as follows:

1. Eligibility for group life insurance begins on the first day of the month following thirty (30) days of continuous full-time employment. Full-time employees are those employees whose principal occupation is with the group policyholder and who are regularly scheduled to work at least thirty (30) hours per week.

2. Each full-time employee will be provided, at no cost to the employee, with an amount of group life insurance, plus an equal amount of group accidental death and dismemberment (AD&D) coverage, as indicated in the following schedule:

Age	Basic	AD & D
Under 65	\$20,000	\$20,000
Age 65-69	\$13,200	\$13,200
Age 70-74	\$8,300	\$8,300
Age 75 and over	\$5,700	\$5,700

3. Each full-time employee will have the option of applying for supplemental life insurance coverage plus an equal amount of group accidental death and dismemberment coverage (to be paid by the employee) through payroll deduction as provided in the following schedule:

Age	Maximum Supplemental Life Insurance	Maximum Supplemental AD & D
Under 65	\$50,000	\$50,000
Age 65-69	\$33,000	\$33,000
Age 70-74	\$20,750	\$20,750
Age 75- 79	\$14,250	\$14,250
Age 80 & over	\$10,000	\$10,000

4. The supplemental life insurance will be available in increments equal to one-tenth (1/10) of the maximum amount available. Employees may elect the number of increments desired. The initial one-tenth (1/10) increment will not require medical underwriting provided that employees make application within thirty (30) calendar days of their date of employment. All amounts above this initial one-tenth (1/10) increment

will require medical underwriting.

5. Upon an employee's termination from State service, the life insurance policy may be converted to an individual policy of life insurance at the appropriate rates.

6. Notwithstanding subsection A above, BOR employees will continue to be covered under the provisions of the group life insurance programs currently in effect at BOR institutions.

### **Section 8 Disability Insurance**

The State agrees to continue the existing disability insurance programs within the various State departments and institutions for the duration of the Agreement except that the two thousand dollar (\$2,000) maximum benefit for General Government employees shall be increased effective January 1, 2007 to three thousand dollars (\$3,000). The LTD benefit will be sixty percent (60%) of covered monthly salary regardless of length of service (60% of up to \$60,000 annual salary). The benefit levels for Regents employees will be maintained. The State further agrees to continue to pay the entire cost for such disability insurance.

### **Section 9 School Year Employees**

The Employer shall contribute the Employer's share of the single and/or family coverage for all insurance plans during recesses in the academic year and/or summer for employees who are regularly employed on a school year basis for less than twelve (12) months out of a year.

**Section 10 Sick Leave**

(Beginning July 1, 2000 Community Based Corrections' employees refer to Appendix S for Sick Leave information)

**A. Accrual**

Regents employees

1. All permanent Regents bargaining unit employees of the State shall accrue sick leave at the rate of one and a half (1-1/2) days for each full month of service. Sick leave shall not accrue during any absence without pay.
2. The Employer and the Union will strive to develop a program in which employees may, at their sole discretion, select additional benefit options in return for reducing their sick leave accrual.

Non-Regents Employees

1. All permanent bargaining unit employees of the State shall accrue sick leave at a rate for each full month of service which is based upon the amount of sick leave balance according to the chart in Article IX, Section 10(F) below.
2. The Employer and the Union will strive to develop a program in which employees may, at their sole discretion, select additional benefit options in return for reducing their sick leave accrual.

(Airport Firefighters see Appendix F-2)

**B. Utilization of Sick Leave**

1. Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which

render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery.

The Appointing Authority may require a medical certificate or other appropriate verification for absences covered by this Section.

It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected.

Employees will be permitted to use compensatory time off and/or annual leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. Where death occurs in the immediate family of the employee, accrued sick leave may be used, not to exceed three (3) scheduled work days for each such occurrence. Immediate family is defined as, and limited to, the employee's spouse, children, grandchildren, foster children, stepchildren, legal wards, parents, grandparents, foster parents, stepparents, brothers, foster brothers, stepbrothers, sons-in-law, brothers-in-law, sisters, foster sisters, stepsisters, daughters-in-law, sisters-in-law, aunts, uncles, nieces, nephews, first cousins, corresponding relatives of the employee's spouse, and other persons who are members of the employee's household.

3. When an employee is a pallbearer or funeral

attendant in a funeral service for someone who is not a member of the employee's immediate family (as defined in paragraph 2 above), accrued sick leave shall be used not to exceed one (1) working day for each such occurrence.

4. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.

5. Employees may use accrued sick leave for care of and necessary attention of ill or injured members of the immediate family (as defined in paragraph 2 above), or for the birth of their child. Use of sick leave for this purpose is limited to forty (40) hours per year. Effective July 1, 2005, employees may carry over up to forty (40) hours of unused family care leave to the next fiscal year, for a maximum utilization of eighty (80) hours in the next fiscal year.

6. Employees may use accrued sick leave during adoption. Such leave shall not exceed forty (40) hours.

7. Sick leave shall not be used for any reasons not specifically set forth above.

C. Sick Leave Accounts

The accrued sick leave shall be placed in an employee's sick leave account.

D. Cancellation of Sick Leave

Separation from state service shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by any agency of the State within two (2) years.

E. Payment of Sick Leave Upon Retirement for

Regents Employees

Upon retirement, Regents employees shall receive cash payment of accumulated unused sick leave not to exceed a total of two thousand dollars (\$2,000), payable during the pay period preceding the employee's retirement.

F. Payment of Sick Leave Upon Retirement and Accrual for Non-Regents Employees

Commencing July 1, 2006, employees will receive the following sick leave provisions

All nontemporary, non-Regents employees working a full-time schedule shall accrue sick leave in accordance with the following:

Sick Leave

<u>Balance</u>	<u>Rate of Accrual</u>	<u>Conversion Rate</u>
Zero to 750 hours	18 days per year	60% of value
Over 750 hours to 1500 hours	12 days per year	80% of value
Over 1500 hours	6 days per year	100% of value

Sick leave accrual for nontemporary bargaining unit employees who work part-time shall be prorated based on the number of hours worked in the pay period. Sick leave shall not accrue during periods of absence without pay.

Sick Leave Accounts

The accrued sick leave shall be placed in the employee's sick leave account.

However, when an employee is laid off, any unused

accumulated sick leave shall be restored, provided the employee is re-employed by the State within two (2) years.

**Payment of Sick Leave Upon Retirement**

Upon retirement, employees shall receive cash payment for accumulated, unused sick leave converted at the employee's current hourly rate. Initially, the employee will receive two thousand dollars (\$2,000) payable with the final pay period that includes the employee's retirement date. The remaining converted balance of the accrued sick leave balance shall be converted as follows:

Upon a bona fide retirement, employees will convert the remainder, after payment of the \$2000 addressed in the preceding paragraph, of the unused sick leave balance to a bank for purposes of purchasing health insurance after retirement. The Sick Leave Balance for Conversion Rate purposes will be the employee's balance before payment of the \$2000 addressed above and will be converted according to the following schedule:

**Sick Leave**

<u>Balance</u>	<u>Rate of Accrual</u>	<u>Conversion Rate</u>
Zero to 750 hours	18 days per year	60% of value
Over 750 hours to 1500 hours	12 days per year	80% of value
Over 1500 hours	6 days per year	100% of value

The Employer will continue to pay the Employer's share of the health insurance premium each month

until the converted value of the employee's sick leave balance is exhausted or until the employee is eligible for Medicare, whichever comes first. The retired employee may stay with the same health insurance program as when employed or switch "down" at any time without underwriting.

The converted value of the sick leave can only be applied to the Employer's share of health insurance payments. It has no cash value and it is not transferable to another use or to an heir.

The State agrees that with regards to employees in positions designated by IPERS as Protection Occupation positions who have reached retirement eligibility and have separated from employment with the State, but who have not yet begun to receive IPERS retirement benefits, it will work with the Union to establish terms for their use of this benefit.

#### G. Rights Upon Return to State Employment

If a retired employee who is utilizing this benefit returns to permanent State employment, all remaining benefits eligibility in the sick leave conversion program will be forfeited.

#### H. Conversion Rights

1. All bargaining unit employees who have accumulated a minimum of thirty (30) days (240 hours) in their sick leave account and who do not use sick leave for a full calendar month may elect to have one-half (1/2) day (4 hours) added to their accrued vacation account in lieu of the accrual of sick leave.

2. In the case of eligible permanent part-time employees, such conversion rights shall be prorated.

3. Employees who have made an election pursuant to this subsection will be allowed to accumulate up to an additional twelve (12) days (96 hours) beyond twice their annual vacation and unscheduled holiday entitlement.

(Community Corrections see Appendix S-6)

**Section 11 Paid Annual Leave of Absence (Vacation)**

A. The Employer agrees to provide employees with a formal annual paid leave of absence plan (vacation) as set forth below.

B. Employees shall begin earning annual leave on their first day in pay status. Employees are eligible for and shall be granted annual leave as follows:

1. Full-Time Employees

a. Annual leave shall be based on the date of hire and accrue at the rate of eighty (80) hours (10 days) each year for a full year of service during the first four (4) years of service; one hundred twenty (120) hours (15 days) each year for a full year of service during the next seven (7) years of service; one hundred sixty (160) hours (20 days) each year for a full year of service after eleven (11) years of service; one hundred seventy-six (176) hours (22 days) each year for a full year of service after nineteen (19) years of service; and two hundred (200) hours (25 days) each year for a full year of service after twenty-four (24) years of service.

b. Annual leave may be accumulated to twice the annual entitlement. If, on June 1st, an employee has a balance of one hundred sixty (160) or more hours of accrued annual leave, the Employer may, with the

written approval of the employee, pay the employee for up to forty (40) hours of the accrued annual leave. This amount will be paid on a separate pay warrant on the pay day which represents the last pay period of the fiscal year. Decisions regarding these payments will be made by each department director and BOR institution president or superintendent. Eligibility for these payments is not subject to the grievance procedure provided in Article IV. An employee may, however, grieve whether or not such payments were made without the employee's approval.

2. School Year Employees

Employees who are regularly employed on a school year basis for less than twelve (12) months out of a year shall be granted pro rata annual leave consistent with paragraph 1(a) above.

3. Permanent Part-Time Employees

Employees who are regularly employed for twenty (20) or more hours but less than forty (40) hours per week on a continuing basis shall be granted pro rata leave consistent with paragraph 1(a) above.

(Airport Firefighters see Appendix F-3)

C. Annual leave shall not be earned for any period of absence without pay.

D. In scheduling vacation (annual leave), choice of time and amounts shall be governed by seniority as defined in Article V, provided employees submit their vacation requests at least sixty (60) calendar days prior to the requested time off. When vacation requests are not submitted sixty (60) days in advance, vacations will be granted on a first come-first served basis. Vacation

requests will be answered within five (5) working days from the date of receipt unless such requests are submitted more than sixty (60) days in advance. If a denied request is for a full shift or more and the requested time later becomes available, the Employer will offer it, by seniority, to the employees who had requested such time off sixty (60) days in advance and had been denied. If local Management and the local Union/Chapter have agreed to a vacation scheduling practice, this provision shall not supersede that practice. Once vacation periods have been scheduled, the Employer shall make no changes in employee vacation schedules except to meet emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the ensuing calendar year, as he/she desires, providing it does not affect other employees' vacation periods.

Every attempt will be made to grant employees vacation at the requested time. Grievances regarding the denial of vacation shall begin with the third step of the grievance procedure. The time frame at Step 3 of the grievance procedure will be shortened from seventy-five (75) days to thirty (30) days. Any disputes resulting from scheduled vacation priorities will be resolved by the local Union. If an employee is under the care of an attending physician while on his/her paid vacation, that portion of the paid vacation may be rescheduled upon satisfactory proof to the Employer of said care being provided.

E. Catastrophic Illness Contributions

Employees may contribute accrued annual leave, compensatory leave or holiday leave time to benefit another State employee suffering from a catastrophic illness. Leave shall be donated in no less than one (1) hour increments. The contributing employee must identify the specific amount of leave donated and the name of the recipient of the donated leave on forms provided by the Employer for this purpose. Leave donated to another State employee pursuant to this provision shall be irrevocably credited to the recipient's sick leave account.

(Catastrophic Leave Banks see Department of Transportation Appendix I-13; and Community Corrections see Appendix S-17)

**Section 12 Holidays**

A. The Employer agrees to provide eleven (11) paid holidays per year. There shall be nine (9) scheduled holidays as set forth below and two (2) unscheduled holidays. Field staff personnel shall receive an additional four (4) unscheduled holidays. Unscheduled holidays shall be accrued on a pay period basis and added to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Section 11 Paid Annual Leave of Absence (Vacation) in this Article.

1. Scheduled Holidays:

**New Year's Day**, January 1

**Dr. Martin Luther King's Birthday**, third Monday in January (or other holiday designated annually by the

BOR for BOR employees)

**Memorial Day**, the last Monday in May

**Independence Day**, July 4

**Labor Day**, the first Monday in September

**Veterans' Day**, November 11 (or other holiday designated annually by the BOR for BOR employees)

**Thanksgiving Day**, the fourth Thursday in November

**Friday after Thanksgiving**

**Christmas Day**, December 25

2. Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday for those employees on a Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

(Airport Firefighters see Appendix F-4)

**B. Holiday Pay**

When a holiday falls on an employee's regularly scheduled work day, the employee will receive holiday pay equal to their regularly scheduled work day, except that no full-time employee shall receive less than eight (8) hours.

When the holiday falls on a scheduled day off (rest day) the employee will receive eight (8) hours compensation which may be in cash or compensatory time at the employee's discretion.

When an employee is required to work on a holiday, the employee will receive holiday pay equal to their regularly scheduled work day, except that no full-time employee shall receive less than eight (8) hours. The

holiday pay may be in cash or compensatory time at the employee's discretion.

When compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the Appointing Authority. Such time shall be paid to the employee if not used within the subsequent twelve (12) month period.

(Department of Corrections see Appendix H-1)

#### C. Holiday Premium Pay

When an employee is required by the Employer to work a holiday listed in Section 12(A) above, the Employer agrees to provide holiday premium pay at the rate of time and one-half (1-1/2) the employee's regular rate in addition to their normal holiday pay for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. and for all hours worked on a regularly scheduled shift for which at least half (1/2) of the scheduled hours fall on a holiday. At the discretion of the employee, such premium compensation shall be either in cash or compensatory time. However, in accordance with the Fair Labor Standards Act, the employee must receive cash payment for all hours worked on the holiday.

In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the Employer. Such time shall be paid to the employee if not used by the end of the fiscal year.

(Department of Corrections see Appendix H-1)

D. Employees working a compressed work week will not have their schedule changed during a work week that includes a holiday. This shall not apply in those situations where the Employer provides written notice

at the time the employee accepts a compressed work week that such schedule changes will occur during any work week that includes a holiday.

(Department of Corrections see Appendix H-1)

E. Notwithstanding the above, the Employer and individual employees may mutually agree to allow the employee to request cash payment after an election has previously been made to utilize compensatory time.

F. To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first scheduled work day immediately following each holiday.

G. Employees shall not be eligible for holiday pay during a layoff or any period of leave of absence without pay.

(Department of Transportation see Appendix I-5)

### **Section 13 Travel and Lodging**

#### **A. Mileage**

The Employer agrees to reimburse any employee who is authorized and required to use his or her personal vehicle in the performance of the employee's work for the State at the rate established by the Iowa Department of Administrative Services policy, beginning at the employee's office. When an employee attempts to obtain a State vehicle for approved business travel and one is not available for the employee's use, the employee will be reimbursed for the use of his or her personal vehicle at the rate established by the Iowa Department of Administrative Services policy.

The Employer and the employee may mutually agree

to alternative arrangements to having the employee report to the office each day. However, an employee of the Department of Revenue or the Department of Human Services shall be reimbursed beginning at his or her point of departure unless he or she reports to the office. In that event, the office shall be considered the point of departure.

B. Lodging and Meals

Employees shall be reimbursed for actual expenses incurred, at the rate established by the Iowa Department of Administrative Services policy per day for meals plus reasonable room expenses while in the performance of their official duties. The Employer reserves the right to establish reasonable reporting procedures.

C. Out-of-state travel, meals, and lodging

reimbursement will be in accordance with the rate established by the Iowa Department of Administrative Services policy.

D. Advance Travel Request

When employees are required by the Employer to travel outside the state and the expenses are anticipated to exceed two hundred dollars (\$200), employees may request an advance travel allowance not to exceed eighty percent (80%) of the anticipated travel expense.

E. Thirty (30) days prior to the implementation of any change to the reimbursement rate for mileage, meals or lodging, the State will notify the President of AFSCME/Iowa Council 61 and provide information regarding the change.

F. Permanent Travel Advance

Employees who are required as a condition of

employment to travel within the state on a regular basis shall be eligible for a permanent travel allowance as follows:

1. Employees whose in-state travel expense has averaged between \$100.00 and \$150.00 per month for the preceding twelve (12) months shall receive a permanent travel allowance of \$100.00.
2. Employees whose in-state travel expense has averaged over \$150.00 per month for the preceding twelve (12) months shall receive a permanent travel allowance of \$150.00.
3. The advance travel allowance shall be deducted from the employee's last paycheck upon separation from State service. Additionally, the Employer reserves the right to regularly review an employee's monthly travel expenses and should the employee fail to meet the above requirements, the advance travel allowance shall be withdrawn and deducted from the employee's next paycheck.

(Parking Fees for Community Corrections see Appendix S-9)

#### **Section 14 Payday**

A. General government employees shall be paid on a bi-weekly basis.

Each employee may choose among the options currently provided by the employing unit for receiving paychecks. The Employer will take reasonable measures within its control to ensure that employees' paychecks are received in a timely fashion. (Department of General Services see Appendix L-1, 2)

B. BOR employees who are currently paid in equal monthly paychecks with no lag in pay shall continue to be paid in this manner. The number of regular work hours in the calendar year shall be multiplied by the hourly rate to calculate the annual salary. The annual salary shall be divided by twelve (12) to calculate the monthly paycheck. All other calculations with respect to employee's pay shall remain unchanged.

BOR employees who are currently paid semi-monthly will continue to be paid semi-monthly. All other calculations with respect to employee's pay shall remain unchanged.

C. The Employer will not require bargaining unit employees to direct deposit their paychecks. The Employer agrees to comply with 91.A of the Code of Iowa.

## **ARTICLE X LEAVES OF ABSENCE**

### **Section 1 Eligibility**

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article after the successful completion of their probation period.

Parental leaves of absence shall be exempt from the waiting provisions of this Section.

### **Section 2 Request Procedure**

Any request for a leave of absence shall be submitted in

writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance, whenever possible. The request shall state the reason for and the length of the leave of absence being requested. The immediate supervisor shall furnish a written response as follows:

A. Requests for leaves of absence not exceeding one (1) month shall be granted or denied within five (5) working days. The Employer will provide the reason for denial in writing.

B. Requests for leaves of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason for denial in writing.

### **Section 3 Leaves of Absence Without Pay**

Except as otherwise provided in this Article, employees may be granted leaves without pay at the sole discretion of the Appointing Authority for any reason for a period up to but not exceeding one (1) year. Upon request, the leave may be extended for not more than one (1) additional year.

(Community Corrections see Appendix S-5)

#### **A. Parental Leave**

Employees shall be granted parental leave of absence without pay as follows:

1. The employee shall, whenever possible, submit written notification to the employee's immediate supervisor at least four (4) weeks prior to the employee's anticipated departure stating the probable duration of the leave. Such leaves shall be granted

for a period of time up to but not to exceed three (3) months. An additional three (3) months of parental leave without pay shall be granted unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit. Upon request of the employee, accompanied by a doctor's statement, parental leaves without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.

2. In no case shall the employee be required to leave prior to childbirth unless the employee is no longer able to satisfactorily perform the duties of the position.

3. Except as provided under Article IX, Section 10 of this Agreement, Sick Leave, all periods of parental leave shall be leaves of absence without pay.

#### B. Military Leave

Whenever an employee enters the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the Code of Iowa and the applicable federal statutes.

#### C. Unpaid Educational Leave

It is the expressed intent of the Employer to promote continued education by employees of the State and, in furtherance of this policy, the State agrees to grant employees unpaid educational leaves of absence in accordance with the following procedure:

1. The Employer agrees that at any one time up to fifteen (15) employees per bargaining unit may be granted an unpaid educational leave of absence not to

exceed one (1) year in duration. Selection of employees shall be on the basis of seniority and operational efficiency of the agency.

2. To be eligible for unpaid educational leave, an employee must have completed at least three (3) years of service. The Employer will not be required to permit more than two (2) employees to be on unpaid educational leave simultaneously from the same work unit. The work unit is defined as the unit utilized for the distribution of overtime pursuant to Article VIII.

(Fiscal and Staff Unit see Appendix Q-5; Community Corrections see Appendix S-6)

#### D. Medical Leave of Absence

1. Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days, provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted. Upon request of the employee, extensions may be granted for up to ninety (90) day increments not to exceed a total of one (1) year. Such leaves may not be unreasonably withheld.

Extension of such leaves shall not impair an employee's right to long-term disability. Prior to an employee exhausting his/her sick leave, the Employer shall advise the employee in writing of his/her right to a medical leave of absence without pay and the requirement that the employee must request such leave within fourteen (14) calendar days of their receipt of the notice from the Employer.

2. Bargaining unit employees who are physically

injured and unable to work as a result of attacks by inmates, residents, patients, visitors, students or clients of the State and who have exhausted their leave of absence granted pursuant to Article X, Section 3(D) (1) above, may be granted an additional unpaid leave of absence in ninety (90) day increments not to exceed one (1) year.

E. Family and Medical Leave

Employees who are on a leave of absence which is Family and Medical Leave Act qualified may, at their discretion by written notice to their supervisor, decline to utilize up to two (2) weeks (eighty (80) hours) of paid annual leave (vacation) in each year of this Agreement.

F. The Employer agrees to provide for the following rights upon return from any of the approved leaves listed in this Section:

1. The employee shall have the right to be returned to his/her position or one of like nature in the same organizational unit.

(Community Corrections see Appendix S-7)

2. If the employee's position or one of like nature is not available, the layoff procedure set forth in Article VI of this Agreement shall be utilized; however, in the case of military leave, the employee will be given another position of similar pay and class for which the employee is qualified in the same organizational unit.

G. Except as otherwise provided in other provisions of this Agreement, all fringe benefits shall continue during any unpaid leave of absence which does not exceed thirty (30) days.

H. When, in order to be qualified for a position, an

employee is required to possess a license or certificate and the employee in that position has that license or certificate temporarily revoked or suspended, the Employer may, at the Employer's sole discretion, reassign that employee to perform other duties for which the employee is otherwise qualified for the duration of the suspension or revocation or, in the alternative, place that employee on an unpaid leave of absence. The parties agree that the provisions of this Section may be grieved, but not appealed to arbitration under Article IV of this Agreement. This provision does not affect in any way the Employer's right to discharge an employee or the right of the employee and the Union to grieve and arbitrate an employee's discharge. In the arbitration of an employee's discharge, the Employer agrees that it will not use this provision as a basis for asserting that a leave of absence is an inappropriate remedy.

#### **Section 4 Paid Leaves of Absence**

##### **A. Voting Leave**

1. Any person entitled to vote in a general election is entitled to time off from work with pay on any general election day for a period not to exceed three (3) hours in length. Application for time off for voting should be made to the employee's supervisor prior to election day. The time to be taken off may be designated by the supervisor.

2. Time off for voting may be granted only if the employee's working hours do not allow a three (3) hour period outside of working hours during polling hours.

B. Jury Duty

1. An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked. Employees on the second or third shift, as defined in Article VIII, Section 6, shall be temporarily rescheduled to the day shift for the duration of their jury service.

2. The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

3. An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

C. Court Appearance

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness in a court proceeding, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall

remit witness fees to the Employer.

**D. Paid Educational Leave**

The Employer retains the sole discretion to either grant or deny requests for paid educational leaves of absence. Requests for paid educational leave shall be submitted at least one hundred and twenty (120) days in advance of the requested leave. The Employer agrees to either grant or deny such requests at least sixty (60) days prior to the requested leave. Failure to respond within the designated time limits shall not constitute approval of such requests.

**E. Delegates to Joint Labor/Management Committees**

The Local Union President/Chapter Chair or his/her designee shall be granted time off with pay to attend regular meetings or conferences of joint Labor/Management committees such as LEECALM and QCALM. Such leaves shall not exceed ninety-six (96) hours per fiscal year.

(Hostage Leave for Department of Corrections see Appendix H-2)

**ARTICLE XI  
MISCELLANEOUS**

**Section 1 Work Rules**

The Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established

work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule. For purposes of this Article, work rules are defined as and limited to: “Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees.”

### **Section 2 Access to Personnel Files**

Employees shall have the right to inspect their personnel files. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record. Access to personnel files shall be limited to authorized management personnel, the employee and a Union representative if so designated in writing by the employee. Upon previous notification and at the employee’s expense, the Employer shall make copies of such files for the employee. However, in the event of disciplinary action involving a suspension or discharge, the Employer upon request will furnish at no cost a copy of any material contained in the affected employee’s personnel file.

### **Section 3 Special Expenses**

Upon direction and approval of the Employer, employees shall be reimbursed for registration fees, conference fees, banquet tickets, and other authorized expenses that are incurred in the performance of his/her duties as a State employee.

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**Section 4 Payment of Employee Moving Expenses**

Employees who are reassigned at the direction of the Employer shall be reimbursed for relocation and related expenses in accordance with the Relocation and Reimbursement Policy published by the Iowa Department of Administrative Services-Human Resources Enterprise effective April 1999. See Appendix E for full text of the policy.

**Section 5 Tuition and Related Reimbursements**

Subject to the availability of funds, the Employer shall establish an educational assistance program to provide employees with one (1) year of full-time employment an opportunity to enhance their job performance and/or career development. The plan shall provide for Employer participation in the cost of tuition expenses based upon successful completion of individual job related and/or career development courses.

(Department of Human Services see Appendix J-2; Community Corrections see Appendix S-8)

**Section 6 Severe Weather/Emergency Closings**

A. When the Employer closes a State facility, all employees, including probationary employees, may use earned compensatory time, vacation or leave of absence without pay as they may elect. Employees may, with the approval of their Appointing Authority, also elect to work their regularly scheduled hours even though the State facility is closed to the general public. Employees will also be permitted to make up lost time within the same work week with the approval of their immediate supervisor.

When the facility is not closed, all employees, including probationary employees, who are unable to report to work may use earned compensatory time, vacation, or leave of absence without pay as they may elect.

B. If the proper Management authority, who may consult with other knowledgeable persons, declares that an inclement weather situation or other emergency exists, the following shall apply:

1. If the employee reports within one-half ( $\frac{1}{2}$ ) hour of his/her regularly scheduled reporting time, the employee will be assumed to have reported on time.

2. If the employee reports after one-half ( $\frac{1}{2}$ ) hour of his/her regularly scheduled reporting time, the employee shall be credited with having worked the first one-half ( $\frac{1}{2}$ ) hour of the day plus all hours actually worked. Employees may elect to charge any additional lost time pursuant to 6(A) above.

(Department of Human Services see Appendix J-3; Department of Veterans' Affairs - Veterans' Home Division see Appendix V-4)

### **Section 7 Training**

The Employer agrees to make a good faith effort, contingent upon the availability of adequate funding, to provide employees with such training as is necessary, as determined by the Employer, to carry out the duties of their assigned positions or to enhance State job opportunities.

Training shall be offered by seniority to those employees who have not had the course, in compliance with operational efficiency.



### **Section 8 Identification Cards**

All employees shall receive identification cards. The Employer will replace at no cost all identification cards that wear out, and will replace one identification card a year at no cost that is lost by the employee.

### **Section 9 Time Sheets**

The Employer may not change an employee's time sheet arbitrarily.

### **Section 10 Retention of Disabled Employees**

A. It is the intent of both parties to encourage the retention of employees who may have become disabled while in State service. Consistent with the Americans with Disabilities Act, the Employer will make reasonable accommodations for such employees.



B. The parties agree that employees who have become temporarily disabled due to a work-related illness or injury should be considered before other disabled employees for reasonable temporary job modifications. Employees who have become temporarily disabled due to an illness or injury that is not work-related will be considered for reasonable temporary job modifications on the basis of Employer needs after they have been released to return to work by their medical practitioner.



C. The parties agree that the provisions of this Section may not be appealed to arbitration under Article IV of this Agreement.

### **Section 11 Performance Evaluation**

All bargaining unit employees are entitled to a fair and



impartial performance evaluation.

### **Section 12 Contracting and Job Security**

A. When a decision is made by the Employer to contract or subcontract work which would result in the layoff of bargaining unit members, the State agrees to a notification and discussion with the local Union not less than sixty (60) days in advance of the implementation.

B. If, as a result of outsourcing or privatization following an Employer initiated competitive activities process, positions are eliminated, the Employer shall offer affected employees other employment within Iowa State government. "Other employment" shall first be sought within the affected employee's department and county of employment. Affected employees accepting "other employment" shall not be subject to loss of pay nor layoff pending placement in "other employment" under this Section. Neither shall such employees be subject to a decrease in pay in their new position. However, affected employees will not be eligible for any pay increase until such time as their pay is within their new pay grade range. In the alternative, employees may elect to be laid off.

Employees placed in "other employment" under this Section, as well as those electing to be laid off, will be eligible for recall to the classification held at the time of outsourcing or privatization, in accordance with Article VI of this Agreement.

### **Section 13 Work Areas**

The Union and the Employer shall develop and

implement incentives which are non-economic in nature, to encourage employees to enter and/or remain in less desirable work areas, subject to the approval of the Chief Operating Officer of DAS-HRE and the President of AFSCME/Iowa Council 61.

#### **Section 14 Employee Assistance Program**

A. The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of job duties and responsibilities. Therefore, the Employer will provide an Employee Assistance Program (EAP) in order to aid such employees and their families. The Employer and the Union will encourage employees to seek professional assistance when necessary.

B. The EAP is confidential. Any information shared with the EAP will not be released to anyone without written consent of the employee.

C. An employee's participation in the EAP is separate from the disciplinary process and will not protect the employee from disciplinary action due to poor job performance or rule infraction. Likewise, an employee's participation in the EAP will not jeopardize the employee's career. While State policy is to offer assistance to employees, disciplinary action may result if an employee's job performance continues to be adversely affected.

#### **Section 15 Labor/Management Meetings**

A. The Employer and Union agree to establish

monthly Labor/Management meetings when requested by the appropriate Local/Chapter no less than one (1) week in advance. Up to six (6) representatives from the Union and up to an equal number of Management will attend the meetings. The purpose of the meetings shall be to afford both Labor and Management a forum in which to communicate on items that may be of interest to both parties. The meetings are established as a communication vehicle only and shall not have authority to bind either the Union or Management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in Labor/Management meetings which are held during their regularly scheduled hours of employment. The Employer is not responsible for any travel expenses or other expenses incurred by employees for the purpose of complying with the provisions of this Article, except as provided by statewide Labor/Management meetings.

B. The Employer and the Union agree to establish quarterly meetings on a statewide level when requested by the Union for discussion of issues which were unresolved at the Local/Chapter level and which affect employees in AFSCME bargaining units. Agenda items shall be exchanged at least two (2) weeks prior to the meeting. One Union representative from each Local/Chapter and up to an equal number from Management will attend the meetings without loss of pay. Any employee who must travel more than twenty (20) miles will be reimbursed for mileage expense only. Such reimbursement shall be at the rate established by the Iowa Department of Administrative Services policy.

Union members will attempt to car pool when possible.  
(Motor Vehicle Enforcement see Appendix I-12,  
Community Based Corrections see Appendix S-16,  
Workforce Development see Appendix T-3)

## **ARTICLE XII HEALTH AND SAFETY**

### **Section 1 Tools and Equipment**

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice, and for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

### **Section 2 Buildings/Structures/Steam Tunnels**

A. The Employer shall provide and maintain all State owned and State employee occupied buildings, grounds, and equipment in accordance with directions of the applicable federal and State agencies.

B. Where no policy exists for handling bomb threats in State owned or leased buildings, the Employer shall develop such policies.

C. Procedures for confined space entry and for working in steam tunnels will be developed at Statewide Labor/Management Cooperative Team meetings. Protocols for working in steam tunnels will include, but not be limited to, a “buddy system” and

the availability of protective clothing and breathing apparatus.

(Board of Regents see Appendix M-9)

### **Section 3 Protective Clothing**

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and State regulations.

(Protective Clothing: Department of Transportation see Appendix I-6; Board of Regents see Appendix M-10; Security Unit see Appendix O-2)

### **Section 4 Uniforms**

A. Where employees are required by the Employer to wear uniforms/smocks, the Employer shall, at no cost to the employee, provide and maintain them for such employees. For the purposes of this Agreement, uniforms/smocks are defined as identically styled clothing and/or footwear uniquely related to the workplace and not appropriate for personal or other outside use.

B. The Employer shall, in good faith, endeavor to replace damaged or misfit uniforms in an expeditious manner.

C. Where pins are currently permitted, employees shall be allowed to wear up to two (2) Union pins on their uniforms/smocks.

D. The Union will be notified in writing at least fourteen (14) calendar days in advance of any new requirements or changes in existing requirements regarding uniforms/smocks.

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**Section 5 Safety Shoes and Safety Glasses**

A. Where the Employer requires employees to wear safety shoes, the Employer will furnish such shoes beginning with the first day of employment. These employees may, at the employee's discretion, be provided with a sum of money equal to the Employer's cost of the shoes toward the cost of buying safety boots.

B. Safety glasses (including prescription lenses when required) or safety goggles shall be provided for employees who are required to wear them. Employees may, in lieu of receiving safety glasses or safety goggles of the style and choice of the Employer, receive an allowance equivalent to the Employer's cost toward the purchase of safety glasses or safety goggles in a style chosen by the employee. Safety glasses or safety goggles purchased by the employee must meet or exceed the Employer's safety standards.

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**Section 6 Damage to Personal Items**

A. The Employer agrees that bargaining unit employees may submit to the Employer requests for reimbursement for any personal items damaged in the performance of assigned duties up to a maximum of three hundred dollars (\$300) per occurrence, subject to legislative approval if necessary.

B. The Employer agrees that bargaining unit employees may submit requests to the State Appeal Board for claims denied by the Employer or which are in excess of \$300. Such requests will be granted or denied in accordance with the applicable law. If the State Appeal Board requires that requests be submitted on special

forms, the Employer will make such forms available to the employees. The employee's immediate supervisor may, at his/her discretion, certify that personal items were lost or damaged in the performance of the employee's assigned duty. The Employer shall provide priority processing for claims submitted pursuant to this section. (Community Corrections see S-10)

### **Section 7 Employer Owned Vehicles**

All Employer-owned vehicles which are used by bargaining unit employees shall be equipped with reflective warning devices or flares, first aid kits and fire extinguishers. The State will endeavor in good faith to comply with Section 321.381 of the Code of Iowa. (Community Corrections Personal Vehicles see Appendix S-11)

### **Section 8 Compliance Limitations**

The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any section of this Article due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds from the appropriate legislative body.

### **Section 9 Video Display Terminals**

A. Where practical and feasible, the Employer will maintain standards for computers/word processing equipment (hereinafter referred to as VDTs).

B. In addition to the relief provided by means of the rest periods and meal periods set forth in Article VIII

of this Agreement, employees shall be entitled to a five (5) minute pause from work for every hour of intensive VDT use. Individual departments, in consultation with the VDT users, will establish the pattern of usage for the additional pauses described above. The local Union and Management will facilitate the establishment of such patterns. However, in lieu of the additional breaks, the Employer may provide an alternative work assignment. Intensive VDT use is defined as: (1) use which requires continuous and sustained attention and concentration on the VDT screen, and; (2) use which occurs in situations where this type of task cannot be organized so as to provide for natural breaks or variations.

The parties agree that the pause time must be used as described above and may not be accumulated nor used in conjunction with rest periods and meal periods as set forth in Article VIII.

C. 1. The characteristics of the equipment being used, the area in which it is installed, the work to be performed and the needs of the user all contribute to the appropriateness of the work environment for VDT users. The Employer will make a good faith effort to provide appropriate work settings for VDT users, consistent with the availability of existing resources.

2. Design guidelines to be used as a factor in the purchase of VDTs will be developed by each unit of State government responsible for such purchases. These guidelines will address desirable characteristics relating to: (a) screen positioning, (b) keyboards, (c) screen and character type, and (d) accessories. The Union will be

consulted in the development of these general design guidelines.

3. The following elements in the work environment may affect the appropriateness of the setting in which VDT users work:

- a. The ability to position the VDT and keyboard in relationship to each other and at heights which are appropriate for the work to be performed and the user;
- b. The ability to provide adequate lighting for the work to be performed;
- c. The ability to minimize glare;
- d. The ability to minimize printer noise, and;
- e. Chairs which may be adjusted to and which provide proper support for the user.

4. The Employer will provide information and guidance to its work units which will assist them in creating an appropriate setting for VDT users.

(Communicable/Contagious Diseases: Department of Corrections see Appendix H-3; Department of Human Services see Appendix J-4; Community Corrections see Appendix S-13; Department of Veterans' Affairs Veterans' Home Division see Appendix V-5; High Crime Areas for Community Corrections see Appendix S-14; Communication Devices for Community Corrections see Appendix S-14)

### **Section 10 Education and Reporting Procedures**

By July 1, 1999, the Employer will provide to the Union a written plan for delivery of health and safety information and reporting procedures for each department.

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**Section 11 Health and Safety Committees**

In the State departments, Board of Regents institutions, and state institutions or correctional facilities where currently a health and safety committee operates, the Employer shall designate the number of bargaining unit representative(s) who will serve on the committee (which shall not be less than one (1) representative).

The Union shall have the right to designate which bargaining unit employee(s) shall serve as representative(s). Bargaining unit representative(s) shall serve on the committee for a designated term consistent with current practices. This provision shall also apply to any newly created health and safety committee which will include bargaining unit employees.

⊕ The parties agree that attempts to resolve health and safety concerns should first be made at the local level. ⊕ Therefore, these matters should be discussed with local Labor/Management committees pursuant to Article XI, Section 15. Should the parties be unable to come to mutual agreement at the local level or if it is a statewide issue, either party may refer the issue to the next statewide Labor/Management meeting pursuant to Article XI, Section 15. An additional two (2) hour limit will be set aside at the statewide Labor/Management meeting to address any issues referred pursuant to this section. For health and safety issues discussed at statewide Labor/Management meeting that are not resolved at that meeting, a joint report summarizing the various positions of the parties will be issued no later than two (2) weeks prior to the next statewide Labor/Management committee meeting. This joint report

shall be shared with the department director and the president of the Union.

**Section 12 Health and Safety Complaint Procedure**

If practical, the Employer will provide safe, secure, healthful working conditions for all employees. The Employer agrees to comply with the federal Occupation Safety and Health Act (OSHA) and all other applicable federal, State, or local laws and regulations, and departmental safety rules and regulations. Nothing in this Agreement will imply the Union has assumed legal responsibility for the health and safety of employees. This Section does not affect the rights of individual employees or the Union to file complaints with IOSHA.

**ARTICLE XIII  
(THIS ARTICLE RESERVED FOR FUTURE USE)**

**ARTICLE XIV  
GENERAL**

**Section 1 Obligation to Bargain**

This Agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the State's merit systems relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this

Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **Section 2 Retention of Benefits**

A. The Employer agrees, that prior to making any change in a written agency-wide policy which is a mandatory subject of bargaining and not otherwise covered by this Agreement, to meet and confer with the Union in an attempt to reach an agreement. In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration pursuant to Article IV of this Agreement. The sole issue to be considered by the arbitrator is whether the proposed change represents a deterioration of an existing

- benefit. If the arbitrator determines that the proposed change does represent a deterioration of an existing benefit, the Employer shall not make the change.
- B. For the purpose of this Section, the term “agency” means the individual departments of State government and each of the institutions within the BOR.
- C. In the event the parties are unable to agree as to whether a policy is a mandatory subject of bargaining, the question will be submitted to PERB.

**Section 3 Savings Clause**

- A. In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.
- B. In the event the parties fail to agree on the provisions of the substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from PERB. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one (1) name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the PERB if they so desire. The arbitrator shall decide between Management’s and the Union’s final

offer as to which is the most appropriate substitute. The decision of the arbitrator shall be final and binding on both parties.

- C. Should any provision of this Agreement jeopardize the receipt by the State of any federal grant-in-aid funds or other federal allotment of money, the provision shall be deemed invalid. However, such invalidation shall not invalidate the remaining portions hereof and they should remain in full force and effect. The parties shall immediately renegotiate the invalid provision or, in the absence of an agreement, submit the dispute to arbitration in accordance with the procedure set forth above.
- D. The parties disavow the Polk County District Court's decision in the matter of AFSCME vs. State of Iowa, Docket Number CE 37-21870 issued by Judge Rodney Ryan on February 6, 1992 regarding the savings clause. The parties agree that decision is not precedent setting and shall have no effect for the duration of this Agreement.

### **TERMINATION OF AGREEMENT**

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2007 and terminating on June 30, 2009 unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

Negotiations for a new Agreement shall commence on or before November 30, 2008. In the event the parties fail to reach an agreement by January 1, 2009 mediation shall be requested. In the event the parties are still at impasse on February 1, 2009 the dispute shall be submitted to final and binding arbitration. In the event the dispute is submitted to arbitration, the arbitrator's decision shall be rendered by no later than March 1, 2009. The parties may mutually agree to eliminate or modify any of the above impasse procedures.

**APPENDIX A PAYGRADES AND CLASSIFICATION**

**PAYGRADES AND CLASSIFICATIONS**

Clerical	001
Technical	002
Blue Collar	003
Fiscal & Staff	004
Security/CBC	006
Patient Care	011

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**GENERAL GOVERNMENT**

Code No.	Pay Grade	Class	Barg Unit
00311	26	Accountant 2**	004
00312	30	Accountant 3**	004
00309	22	Accountant/Auditor 1**	004
00305	14	Accounting Clerk 1	001
00306	17	Accounting Clerk 2	001
00307	19	Accounting Clerk 3	001
00290	17	Accounting Technician 1	002
00292	20	Accounting Technician 2	002
00294	23	Accounting Technician 3	002
02105	18	Activities Aide	002
02107	19	Activities Assistant	002
02110	25	Activities Specialist 1	011
82110	25	Activities Specialist 1	011
02111	28	Activities Specialist 2	011
82111	28	Activities Specialist 2	011
00465	33	Actuary**	004
00464	30	Actuarial Assistant	004
00467	40	Actuary A.S.A.**	004
30121	29	Adm. Asst. - E/SE**	004
00708	21	Adm. Asst. 1	002
00709	24	Adm. Asst. 2##	002
00790	35	Adm. Law Judge 1**	004
00791	38	Adm. Law Judge 2**	004
04540	31	Adult Services Monitor**	004
03313	24	Aff. Action Comp. Off. 1**	004
00314	28	Aff. Action Comp. Off. 2**	004
05120	27	Agriculture Compl. Invest.	006

05144	21	Ag. Products Inspector	006
05134	27	Ag. Marketing Spec.**	004
87114	21	Air Base Security Off.	006
07130	23	Airport Firefighter	006
05140	19	Apiary Inspector	006
04363	25	Architectural Tech. 1	002
04364	27	Architectural Tech. 2	002
20583	21	Arts Programmer 1**	004
20585	24	Arts Programmer 2**	004
20574	28	Arts Programmer 3**	004
14584	26	Assistant Auditor 1**	004
14585	29	Assistant Auditor 2**	004
04308	21	Asst. Soils Party Chief	002
04325	23	Asst. Survey Party Chief	002
14760	22	Assistant Videographer	004
00643	29	Attorney 1**	004
00644	33	Attorney 2**	004
00645	38	Attorney 3**	004
02138	26	Audiologist**	011
08380	22#	Automotive Mech. Ldr.	003
08365	14	Automotive Service Wrk.##	003
07225	14	Baker	003
08510	13	Bindery Worker	003
08430	26	Boiler Inspector	006
02585	22	Braille Transcriber	002
08133	23	Bridge Inspector 1	002
08137	27	Bridge Inspector 2	002
00721	23	Budget Analyst 1**	004
00722	26	Budget Analyst 2**	004
00723	30	Budget Analyst 3**	004
00817	26	Business Mrktng. Specialist**	004

14738	21	Camera Operator	002
07240	13	Canteen Clerk	003
07245	15	Canteen Operator 1	003
87246	20	Canteen Operator 2	003
08040	19#	Carpenter 1##	003
08041	21#	Carpenter 2##	003
02085	15	Central Supply Worker	002
01037	25	Cert. Vocational Instructor	002
00011	12	Clerk	001
00017	14	Clerk Advanced	001
00018	18	Clerk Specialist	001
07344	26	Clinical Dietician**	011
04715	20	Comm. Center Spec. 1	002
04717	22	Comm. Center Spec. 2	002
04735	22	Comm. Technician 1	002
04736	25	Comm. Technician 2	002
04737	27	Comm. Technician 3	002
04730	25	Comm. Tower Worker	003
00640	29	Compliance Officer 1**	004
00641	32	Compliance Officer 2**	004
04320	24	Construction Tech.	002
04319	19	Construction Tech. Asst.	002
04321	26	Construction Tech. Senior	002
08000	20	Control Center Operator	002
07220	14	Cook 1	003
07221	17	Cook 2	003
87313	23	Corr. Bldg. Serv. Coord.	003
85032	25	Corr. Farm Manager	003
87237	24	Corr. Food Serv. Coord.	003
06406	23	Correctional Officer	006
76406	23	Correctional Officer	006

86406	23	Correctional Officer	006
88018	23#	Corr. Trades Leader	003
08605	17#	Cosmetologist	002
06019	24	Criminal Intelligence Analyst	004
06020	27	Criminal Intel. Analyst Sr.	004
06021	30	Criminal Intel. Analyst Adv.	004
07015	18	Custodial Assistant	003
07010	15	Custodial Leader##	003
07005	13	Custodial Worker##	003
05112	22	Dairy Products Inspector	006
00748	35	Data Warehouse Analyst**	004
02220	17	Dental Assistant	002
02222	25	Dental Hygienist	011
00639	38	Dpty. Wrkrs. Comp. Comm.**	004
04371	26	Design Technician	002
04370	18	Design Tech. Associate	002
04372	28	Design Tech. Specialist	002
02425	25	Disease Prevention Spec.	006
08390	27	District Mechanic	003
08205	16	Driver##	003
06298	17	Drivers License Clerk	001
06299	20	Drivers Lic. Clerk Sr.	001
06300	23	Drivers Lic. Examiner	006
06302	26	Drivers Lic. Hearing Off.	002
03251	20	Drug Abuse Counselor 1	002
83251	20	Drug Abuse Counselor 1	002
03252	23	Drug Abuse Counselor 2	002
83252	23	Drug Abuse Counselor 2	002
01005	18	Education Aide	002
08028	28	Elec. Maint. Specialist	003
08326	23#	Electrician##	003

88326	23#	Electrician	003
04742	28	Elec. Engineering Tech.##	002
84742	28	Elec. Engineering Tech.	002
08672	21	Electronics Technician	003
88672	21	Electronics Technician	003
00675	26	Elevator/Amus. Ride Inspect.	006
04018	29(-6)	Emer. Mngmnt. Spec.	004
00888	25	Employer Liability Spec.	004
08004	25	Energy Mngmnt. Tech.##	002
14755	21	Engineer 1	002
14756	24	Engineer 2	002
14757	27	Engineer 3	002
04306	18	Engineering Aide 2	002
04380	21	Engineering Off. Asst. 1	002
04381	24	Engineering Off. Asst. 2	002
04385	26	Engineering Oper. Tech.	004
04323	29	Engineering Tech. Sr.	002
08111	20	Equipment Operator	003
08113	22	Equipment Operator Sr.	003
06015	23	Evidence Technician	002
00710	29	Executive Officer 1**	004
00711	32	Executive Officer 2**##	004
00712	35	Executive Officer 3**	004
00713	38	Executive Officer 4**	004
00714	41	Executive Officer 5**	004
08012	22	Facilities Maint. Coord.	003
85015	20	Farm Leader	003
00327	26	Field Auditor**	004
06030	22	Fingerprint Technician	002
14808	31	Fire Serv. Coord.	004
14806	22	Fire Serv. Tech. Asst.	003

07210	15	Food Service Leader	003
07200	13	Food Service Worker	003
02203	20	Forensic Autopsy Tech.	002
02202	17	Forensic Morgue Attendant	002
08039	16#	Furniture Upholsterer	003
15052	23	Gaming Representative 1	004
15053	27	Gaming Representative 2	004
08115	26	Garage Operations Assistant	003
04401	19	Geological Technician	002
04430	33	GIS Administrator**	004
08518	22	Graphic Artist	002
04524	33	Health Facilities Officer 1**	004
04538	31	Health Facilities Surveyor**	004
02230	29	Hlth. Professions Invest.**	004
08230	18#	Heavy Equip. Oper.	003
01337	28	Historical Program Spec.**	004
08323	23#	HVAC Technician##	003
88323	23#	HVAC Technician	003
08121	20	Hwy. Technician Assoc.	003
08122	22	Hwy. Technician	003
08123	24	Hwy. Technician Sr.	002
04792	33	ICN Business Develop Mgr.**	004
00750	21	Information Specialist 1**	004
00751	25	Information Specialist 2**	004
00754	30	Information Specialist 3**	004
00160	45(-9)	Info. Tech. Enterprise Exp.**	004
00118	23	Info. Tech. Specialist 1	004
00119	26	Info. Tech. Specialist 2	004
00120	29	Info. Tech. Specialist 3	004
00121	32	Info. Tech. Specialist 4**	004
00122	35	Info. Tech. Specialist 5**	004

00114	14	Info. Tech. Support Wrkr.	001
00115	17	Info. Tech. Support Wrkr. 2	001
00116	19	Info. Tech. Support Wrkr. 3	001
00117	21	Info. Tech. Support Wrkr. 4	001
07215	13	Ingredient Room Worker 1	003
07216	15	Ingredient Room Worker 2	003
07114	21	Installation Security Officer	006
00452	26	Ins. Claims Investigator**	004
00444	25	Ins. Company Examiner 2**	004
00445	28	Ins. Company Examiner 3**	004
00447	33	Ins. Cmpy. Examiner Spec.**	004
00454	30	Ins. Complaint Analyst**	004
00455	30	Ins. Policy Analyst**	004
00453	28	Ins. Program Specialist**##	004
00335	29	Internal Auditor**	004
00318	37	IFA-Comptroller**	004
00695	23	Investigator 1	004
00696	26	Investigator 2	004
00697	28	Investigator 3	004
00881	23	Job Ins. Quality Auditor 1**	004
00882	26	Job Ins. Quality Auditor 2**	004
00443	19	Junior Ins. Company Exam.	002
20639	30	Justice Systems Analyst**	004
00905	27	Key Account Executive**	004
00870	22	Lbr. Mkt. Research Econ. 1**	004
00871	26	Lbr. Mkt. Research Econ. 2**	004
00872	28	Lbr. Mkt. Research Econ. 3**	004
05165	12	Laboratory Assistant 1	002
05166	16	Laboratory Assistant 2	002
05167	17	Laboratory Assistant 3	002
07305	15	Laundry Worker 1	003

07306	16	Laundry Worker 2	003
00638	17	Law Clerk	002
01306	14	Library Aide	001
01310	17	Library Associate	002
01313	22	Library Resources Tech.	004
02002	23	Licensed Practical Nurse	002
82002	23	Licensed Practical Nurse	002
15051	20	Licensing Assistant	001
05117	21	Livestock Inspector	006
05132	21	Livestock Mrktg. Spec.	006
08635	20#	Locksmith##	003
00925	32	Lottery Comm. Coord.**	004
00915	24	Lottery Dist. Sales Rep.**	004
08305	24	Machinist	003
00260	13	Mail Clerk 1##	003
00261	15	Mail Clerk 2##	003
30451	26	Maintenance Engineer##	003
08010	19	Maintenance Leader##	003
08016	19#	Maintenance Repairer	003
08005	14	Maintenance Worker 1	003
08006	16	Maintenance Worker 2##	003
00733	22	Management Analyst 1**	004
00734	26	Management Analyst 2**##	004
00736	30	Management Analyst 3**	004
00737	33	Management Analyst 4**	004
14804	25	Manufactured Housing Inspec.	002
08042	19#	Mason	003
04343	24	Materials Fabrication Insp. 1	002
04344	26	Materials Fabrication Insp. 2	002
04340	15	Materials Technician 1	002
04341	19	Materials Technician 2	002

04342	22	Materials Technician 3	002
04345	26	Materials Technician 4	002
04353	28	Materials Technician 5	002
05126	21	Meat Inspector	006
08375	22#	Mechanic##	003
08370	19#	Mechanic Helper	003
02205	19	Medical Lab. Technician	002
00699	29	Medicolegal Death Invest.	004
05104	29	Metrologist	002
00081	12	Microfilm Operator 1	001
00082	15	Microfilm Operator 2	001
00083	19	Microfilm Operator 3	001
08031	23	Mil. Air. Corr. Cntrl. Spec.	003
08030	25	Mil. Air. Crew Chief	002
87112	17	Military Security Guard	006
86340	27	Motor Vehicle Investigator	006
86360	25	Motor Vehicle Officer	006
86361	27	Motor Vehicle Sergeant	006
01338	16	Museum Assistant	002
01333	18	Museum Guide	002
01330	25	Museum Technician	002
05301	20	Natural Resources Tech. 1	002
05331	23	Natural Resources Tech. 2	002
02021	30	Nurse Clinician	011
02027	36	Nurse Practitioner	011
02026	32	Nurse Specialist	011
05005	15	Nursery Worker 1##	003
05006	19	Nursery Worker 2##	003
02045	32	Nursing Standards Rep.**	004
02000	20	Nursing Unit Coordinator	001
02118	28	Occupational Therapist 1**	011

02117	20	Occupational Therapy Asst.	002
14749	22	Operations Assistant	004
00345	32	Out-of-State Revenue Aud.**	004
08043	19#	Painter 1	003
08044	21#	Painter 2##	003
88044	21#	Painter 2	003
15004	23	Paralegal	002
05335	26	Park Manager	002
08140	18	Parts Worker	003
05145	27	Pesticide Investigator	006
02226	34	Pharmacist**	011
02225	16	Pharmacy Assistant	002
02228	37	Pharmacy Consultant**	004
02227	19	Pharmacy Technician	002
08516	22	Photographer	002
08512	19	Photographic Processor	002
02130	32	Physical Therapist 1**	011
02131	34	Physical Therapist 2**	011
02125	18	Physical Therapy Aide	002
02128	32	Physical Therapy Graduate**	011
02550	36	Physician Assistant	011
04005	15	Planning Aide 1	002
04006	18	Planning Aide 2	002
04007	21	Planning Aide 3	002
04008	24	Planning Aide 4	002
08045	19#	Plumber 1##	003
08046	21#	Plumber 2	003
88046	21#	Plumber 2	003
86400	30	Polygrapher	006
08410	16#	Power Plant Engineer 1	003
08415	18#	Power Plant Engineer 2##	003

08416	21#	Power Plant Engineer 3	003
88416	21#	Power Plant Engineer 3	003
08420	23#	Power Plant Engineer 4	003
88420	23#	Power Plant Engineer 4	003
14723	27	Producer/Director**	004
14731	24	Production Assistant	004
04020	23	Program Planner 1**	004
04022	26	Program Planner 2**	004
04023	29	Program Planner 3**	004
00367	22	Property Appraiser 1**	004
00368	26	Property Appraiser 2**	004
00369	30	Property Appraiser 3**	004
00370	34	Property Appraiser 4**	004
03220	23	Psychiatric Security Spec.	002
03245	28	Psychologist 1**	011
83245	28	Psychologist 1**	011
03246	30	Psychologist 2**	011
83246	30	Psychologist 2**	011
03248	32	Psychologist 3**	011
83248	32	Psychologist 3**	011
03250	34	Psychologist 4**	011
03242	23	Psychology Assistant	011
00633	29	Public Defender 1**	004
00634	34	Public Defender 2**	004
00635	38	Public Defender 3**	004
02430	27	Public Health Dntl. Hygist.**	011
14737	26	Public Information Asst.**	004
00210	22	Purchasing Agent 1**##	004
00211	26	Purchasing Agent 2**##	004
00212	29	Purchasing Agent 3**##	004
00205	18	Purchasing Assistant	002

04900	22	Radiological Elec. Tech.	002
02209	20	Radiological Tech. 1	002
02211	21	Radiological Tech. 2	002
00006	14	Receptionist	001
00895	22	Refugee Specialist 1	002
00896	24	Refugee Specialist 2	002
02020	28	Registered Nurse	011
30167	16	Rehabilitation Aide	001
02566	18	Rehabilitation Assistant	002
08530	20	Reproduction Equip. Ldr.	003
08525	15	Rep. Equip. Oper. 1	003
08526	18	Rep. Equip. Oper. 2	003
03200	10	Resident Aide	002
03202	22	Resident Treatment Tech.	002
03201	19	Resident Treatment Wrkr.	002
31305	33	Resource Manager**	004
02200	23	Respiratory Therapy Tech.	002
08099	27#	Restoration Painter##	003
00846	24(-2)	Retire. Benefits Officer	002
00847	27	Retire. Benefits Officer Sr	002
00845	20(-3)	Retire. Benefits Tech.	002
00848	27	Retire. Compliance Offer.	002
00841	27	Retire. Investment Offcr. 1	004
00842	31	Retire. Investment Offcr. 2	004
00843	35	Retire. Investment Offcr. 3	004
00844	39	Retire. Investment Offcr. 4	004
00354	19	Revenue Agent 1	002
00355	23	Revenue Agent 2	002
00356	27	Revenue Agent 3	002
00343	27	Revenue Auditor 2**	004
00344	29	Revenue Auditor 3**	004

00350	21	Revenue Examiner 1**	004
00351	25	Revenue Examiner 2**	004
00357	27	Revenue Examiner 3**	004
00358	29	Revenue Examiner 4**	004
04110	23	Right of Way Agent 1	004
04111	27	Right of Way Agent 2**	004
04112	29	Right of Way Agent 3**	004
04113	30	Right of Way Agent 4**	004
04107	21	Right of Way Aide 3	002
04108	24	Right of Way Aide 4	002
00676	30	Safety Inspection Coord.**	006
00666	26	Safety/Health Consultant**##	004
00025	17	Secretary 1	001
00026	20	Secretary 2	001
15002	22	Secretary 3	001
07110	15	Security Guard 1	006
07111	17	Security Guard 2	006
07113	20	Security Guard 3	006
06409	25	Senior Corr. Officer	006
76409	25	Senior Corr. Officer	006
86409	25	Senior Corr. Officer	006
14759	30	Senior Engineer	002
86467	26	Senior State Industries Tech.	006
00531	33	Senior Utility Analyst**	004
10531	33	Senior Utility Analyst**	004
07320	14	Sewing Room Attendant 1	003
07321	16	Sewing Room Attendant 2	003
08346	16	Sign Fabricator 1	003
08347	19	Sign Fabricator 2	003
03171	21	Sign Language Interpreter	002
03010	19	Social Work Associate	002

23013	25	Social Worker 2	011
23016	27	Social Worker 3	011
05465	16	Soil Conservation Tech. 1	002
05466	18	Soil Conservation Tech. 2	002
05467	21	Soil Conservation Tech. 3	002
04310	24	Soils Party Chief	002
00690	29	Special Investigator	004
02135	27	S & L Pathologist 1**	011
02136	29	S & L Pathologist 2**	011
01328	30	State Archivist**	004
86469	28	State Ind. Prod. Coord.	006
06460	23	State Industries Sales Rep.	002
86465	25	State Industries Tech.	006
00741	17	Statistical Assistant	002
00743	22	Stat. Research Analyst 1**	004
00744	25	Stat. Research Analyst 2**	004
00746	29	Stat. Research Analyst 3**	004
00235	13	Storekeeper 1	003
00236	16	Storekeeper 2	003
80236	16	Storekeeper 2	003
00237	19	Storekeeper 3	003
80237	19	Storekeeper 3	003
04326	26	Survey Party Chief	002
00883	29	Tax Perform. System Anal.**	004
00375	29	Taxpayer Service Spec.	004
00133	21	Technical Service Spec.	002
00134	24	Technical Service Spec. Sr.	002
00360	29	Technical Tax Spec. 1**	004
00361	32	Technical Tax Spec. 2**	004
00362	34	Technical Tax Spec. 3**	004
04796	32	Telecom. Account Cons.**	004

04793	30	Telecom. Mrkting. Analyst**	004
04794	32	Telecom. Mrkting. Anal. Sr.**	004
04799	35	Telecom. Sales Engineer**	004
04705	18	Telecommunications Oper.	001
04780	32(-6)	Telecommunications Spec.**	004
04781	34(-6)	Telecom. Specialist Sr.**	004
00035	12	Telephone Operator	001
14701	26	Television Scenic Designer	002
07340	17	Therapeutic Technician	002
00684	32	Track Inspector	006
08015	15#	Trades Helper##	003
08210	18#	Transport Driver##	003
00276	17	Treasurer's Cashier	001
00685	22	Treasury Investment Off. 1**	004
00686	26	Treasury Investment Off. 2**	004
00012	13	Typist	001
00013	15	Typist Advanced	001
00556	28	Utilities Regulation Insp.	002
00528	25	Utility Analyst 1**	004
00529	29	Utility Analyst 2**	004
10529	29	Utility Analyst 2**	004
00010	10	Utility Office Worker	001
00532	36	Utility Specialist**	004
08215	17	Vehicle Dispatcher##	003
00855	23	Veterans Benefits Specialist	002
00816	24	Veterans Career Counselor	002
14720	24	Videographer	004
01035	23	Vocational Instructor	002
00200	30	Voter Registration Dir.	004
00482	24	W&G Dealer Exam.	006
00252	16#	Warehouse Operations Wkr.##	003

08405	17#	Wtr. & Disposal Plant Oper. 1	003
08406	20#	Wtr. & Disposal Plant Oper. 2	003
05101	20	Weights & Measures Insp.	006
08310	22	Welder	003
00060	15	Word Processor 1	001
00061	16	Word Processor 2	001
00063	19	Word Processor 3	001
00807	24	Workforce Advisor	002
00806	18	Workforce Associate	002
00809	30	Workforce Program Coord.	004
03047	21	Youth Services Technician	002
03040	19	Youth Services Worker	002

#Indicates classes that will receive an advanced appointment rate of 13.5%.

##Employees in DAS-GSE may earn up to 150 hours of compensatory time

\*\*Indicates classes that receive hour for hour overtime

### REGENTS

1081	509	Account Clerk	500
1091	513	Account Specialist	500
7611	204	Animal Caretaker I	200
7612	207	Animal Caretaker II	200
5761	210	Arborist	200
8101	413	Architectural Assistant	400
5141	210	Area Mechanic***	200
3901	404	Assembly Technician I	400
3902	407	Assembly Technician II	400

5911	208	Athletic Facilities Attndt.	200
4051	409	Audio Specialist	400
4031	407	Audio/Video Technician	400
4071	407	Audiovisual Equip. Spec.	400
4061	403	Audiovisual Equip. Tech. I	400
4062	405	Audiovisual Equip. Tech. II	400
4081	409	Audiovisual Specialist	400
5051	210	Automotive Mechanic	200
7051	204	Baker I	200
7052	206	Baker II	200
7331	203	Bindery Operator I	200
7332	205	Bindery Operator II	200
7333	208	Bindery Operator III	200
3403	413	Biomedical Equip. Tech.	400
3404	415	Biomedical Equip. Tech., Sr.	400
3448	403	Broadcast Mstr. Control Oper.	400
3441	409	B. Tlvsn. – Radio Tech. 1	400
3442	413	B. Tlvsn. – Radio Tech. II**	400
3443	415	B. Tlvsn. – Radio Tech. III***	400
5611	205	Building Services Coord.	200
7985	208	Bus Driver	200
5062	212	Cabinetmaker***	200
5061	209	Carpenter***	200
1201	504	Cashier I	500
1202	508	Cashier II	500
7201	405	Central Service Tech. I	400
7202	407	Central Service Tech. II	400
5531	213	Chilled Water Systems Tech.	200
1051	503	Clerk I	500
1052	505	Clerk II	500
1053	508	Clerk III	500

1061	503	Clerk Typist I	500
1062	505	Clerk Typist II	500
1063	508	Clerk Typist III	500
3291	405	Clinical Technician I	400
3292	407	Clinical Technician II	400
3293	409	Clinical Technician III	400
3405	412	Communications Tech. I	400
3406	415	Communications Tech. II	400
1880	411	Cmptg. Info. Systems Tech. I	400
1881	415	Cmptg. Info. Systems Tech. II	400
7061	204	Cook I	200
7062	207	Cook II	200
7641	405	Cosmetologist	400
7951	407	Costume Tailor	400
7541	315	Crime Prevention Spec.	300
5701	203	Custodian I	200
5702	205	Custodian II	200
1821	504	Data Entry Operator I	500
1822	507	Data Entry Operator II	500
1831	504	Data Technician I	500
1832	508	Data Technician II	500
1833	510	Data Technician III	500
3051	405	Dental Assistant I	400
3052	408	Dental Assistant II	400
3031	405	Dental Inst. Mngmnt. Tech.	400
3141	405	Dental Technician I	400
3142	408	Dental Technician II	400
1410	508	Dietetic Clerk	500
7425	209	Digital Press Operator	200
1211	505	Dispatching Clerk	500
7301	206	Document Center Operator I	200

7311	208	Document Center Operator II	200
3501	409	Drafter	400
1301	505	Editorial Assistant I	500
1302	508	Editorial Assistant II	500
5071	210	Electrician***	200
5073	213	Elec., High Voltage***	200
3271	408	Electron Microscope Tech. I	400
3272	411	Electron Microscope Tech. II	400
3302	410	END Technician I	400
3303	412	END Technician II	400
3304	415	END Technician III	400
3401	412	Electronics Technician I	400
3402	415	Electronics Technician II	400
8221	409	E. Comm. Cntr. Dsptchr.	400
6301	212	Engineering R&D Mchnst.**	200
6311	215	Engineering R&D Mchnst, Sr.***	200
6321	212	Engineering R&D Welder***	200
3541	413	Engineering Technician I	400
3542	415	Engineering Technician II	400
5091	212	Envrnmntl. Systems Mech.**	200
4444	410	Epidemiology/Q&A Tech.	400
5101	208	Equipment Operator***	200
8351	505	Extension Program Asst. I	500
8352	506	Extension Program Asst. II	500
8353	507	Extension Program Asst. III	500
3326	411	E. Tech. – Heart/Lung	400
3321	411	Extracorporeal Tech. – Kidney	400
7961	509	Facilities Coordinator	500
5301	204	Facilities Mechanic I	200
5302	207	Facilities Mechanic II	200
5311	210	Facilities Mechanic III***	200

5861	211	Farm Equipment Mechanic	200
5901	206	Farm Equipment Operator I	200
5902	208	Farm Equipment Operator II	200
5903	210	Farm Equipment Operator III	200
3801	407	Field Laboratory Technician I	400
3802	408	Field Laboratory Technician II	400
3803	411	Field Laboratory Technician III	400
7731	209	Fire Safety Inspector	200
7076	204	Food Service Coordinator I	200
7074	206	Food Service Coordinator II	200
7072	203	Food Worker I	200
7073	205	Food Worker II	200
3991	413	Glassblower	400
5621	208	Golf Course Maint. Wrkr.	200
4111	410	Graphics Specialist I	400
4101	403	Graphics Technician I	400
4102	407	Graphics Technician II	400
4103	408	Graphics Technician III	400
5791	410	Greenhouse Caretaker	400
5731	206	Groundskeeper I	200
5732	208	Groundskeeper II	200
1311	508	Health Info. Tech. I	500
1321	510	Health Info. Tech. II	500
1331	512	Health Info. Tech. III	500
3411	405	Health Physics Tech. I	400
3412	410	Health Physics Tech. II	400
3413	415	Health Physics Tech. III	400
3331	408	Health Technician	400
3408	408	Hemodialysis Technician	400
3261	405	Histology Technician I	400
3262	409	Histology Technician II	400

8222	407	Hospital Comm. Spec.	400
7581	306	Hospital Security Officer	300
7661	405	Houseparent I	400
7662	409	Houseparent II	400
4021	408	Instructional Support Tech.	400
4011	412	Instructional Systems Specialist	400
4071	409	Instructional Systems Technician	400
5291	210	Insulator***	200
1801	503	Key Entry Operator I	500
1802	505	Key Entry Operator II	500
7081	203	Kitchen Helper I	200
7082	205	Kitchen Helper II	200
3151	403	Laboratory Assistant I	400
3152	405	Laboratory Assistant II	400
3701	405	Laboratory Mech. Tech. I	400
3702	409	Laboratory Mech. Tech. II	400
3711	410	Laboratory Mech. Tech. III	400
3251	406	Laboratory Technician I	400
3252	408	Laboratory Technician II	400
3253	410	Laboratory Technician III	400
5721	203	Laborer	200
8051	203	Laundry Production Wrkr.	200
1501	505	Library Assistant I	500
1502	508	Library Assistant II	500
1503	510	Library Assistant III	500
7211	408	Licensed Practical Nurse	400
5111	210	Locksmith***	200
5121	209	Machinist***	200
1231	506	Mail Clerk	500
7681	205	Mail Distributor	200
7971	507	Mail Center Coordinator	500

5131	209	Mason***	200
7091	207	Meat Cutter	200
5321	204	Mechanic Assistant	200
7911	406	Medical Assistant I	400
7912	408	Medical Assistant II	400
7711	208	Milker	200
3601	409	Mtn. Media Production Spec. 1	400
3602	412	Mtn. Media Prod. Spec. II	400
7981	204	Motor Vehicle Operator I	200
7982	206	Motor Vehicle Operator II	200
7221	404	Nursing Assistant	400
1241	505	Nursing Unit Clerk	500
7261	409	Occupational Therapy Asst.	400
7381	209	Offset Platemaker	200
7941	410	Orthotist	400
7942	412	Orthotist, Senior	400
5151	209	Painter***	200
7742	407	Paraeducator	400
7212	407	Paramedic	400
7830	505	Parking and Trans. Attdnt.	500
7810	307	P & Trans. Field Srv. Off.	300
5850	205	Parking Facilities Mechanic	200
5851	206	Parking Maintenance Worker I	200
5852	208	Parking Maintenance Worker II	200
1401	509	Patient Account Representative	500
8231	403	Patient Escort	400
8241	208	Patient Transport Driver	200
5241	209	Pest Control Operator	200
3381	404	Pharmacy Mnfctrng. Tech. I	400
3382	407	Pharmacy Mnfctrng. Tech. II	400
3361	406	Pharmacy Technician I	400

3362	408	Pharmacy Technician II	400
3351	404	Phlebotomist I	400
3352	405	Phlebotomist II	400
4201	407	Photo Specialist I	400
4202	410	Photo Specialist II	400
4211	403	Photo Technician I	400
4212	404	Photo Technician II	400
4213	406	Photo Technician III	400
7251	409	Physical Therapy Assistant	400
5161	211	Pipefitter***	200
8121	306	Plant Safety Patrol Officer	300
8131	308	Plant Safety Sergeant	300
5171	209	Plasterer	200
5331	210	Plumber***	200
5431	211	Pwr. Plant – Ast. Chf. Oper.****	200
5421	210	Pwr. Plant – Boiler Oper.**	200
5501	208	Pwr. Plant – Fr/Utly Wrkr.***	200
5441	211	Pwr. Plant – Repairer*****	200
5411	208	Pwr. Plant – Utility Wrkr.***	200
7420	206	Press Operator I	200
7421	207	Press Operator II	200
7422	209	Press Operator III	200
7271	404	Psychiatric Nursing Asst. I	400
7272	406	Psychiatric Nursing Asst. II	400
7591	309	Public Safety Dispatcher	300
7511	312	Police Officer	300
7521	313	Public Safety Sergeant	300
3281	409	Radiographer I	400
3282	410	Radiographer II	400
1261	510	Record Analyst I	500
1262	512	Record Analyst II	500

7241	403	Rehab. Therapy Aide	400
4501	413	Research Technician	400
4511	415	Research Technician, Senior	400
4910	410	Respiratory Therapy Tech.	400
5181	209	Roofer	200
7741	405	School Assistant	400
1071	505	Secretary I	500
1072	508	Secretary II	500
1073	511	Secretary III	500
7501	306	Security Guard	300
3811	406	Seed Analyst I	400
3812	408	Seed Analyst II	400
3813	412	Seed Analyst III	400
7751	403	Sewing Machine Operator I	400
7752	405	Sewing Machine Operator II	400
7753	407	Sewing Machine Operator III	400
7921	405	Sewing Machine Oper., Hsptl.	400
5191	210	Sheet Metal Mechanic***	200
5341	209	Sign Painter	200
5351	212	Steamfitter***	200
7761	204	Storekeeper I	200
7762	206	Storekeeper II	200
7763	208	Storekeeper III	200
7231	408	Surgical Technologist	400
5092	412	Systems Control Tech.	400
7771	504	Telecommunications Oper.	500
3431	406	Television Production Asst.	400
5751	208	Tree Trimmer	200
5211	208	Upholsterer	200
5461	411	Utility E&I Tech. I**	400
5462	413	Utility E&I Tech. II**	400

5463	415	Utility E&I Tech. III**	400
5464	209	Utility Pl. Maint. Mech. I***	200
5465	212	Utility Pl. Maint. Mech. II*****	200
5465	214	Utility Pl. Maint. Mech. III*****	200
8281	206	Vending Machine Supplier	200
1601	505	Veterinary Teaching Hospital Ast. I	500
1602	508	Veterinary Teaching Hospital Ast. II	500
7601	410	Veterinary Technician	400
5511	211	Water Plant Operator	200
5521	209	Water Systems Operator	200
7743	407	Work Experience Trainer	400

For Regents classifications marked with asterisk(s), starting pay will be four and ½ percent (4.5%) above the minimum pay for each asterisk.

- \*\*Start on Step 3
- \*\*\*Start on Step 4
- \*\*\*\*Start on Step 5
- \*\*\*\*\*Start on Step 6

### COMMUNITY CORRECTIONS

60105	16	Account Clerk 1*	006
60110	18	Account Clerk 2*	006
60505	24	Building Maintenance Coordinator*	006
60100	13	Clerk Typist*	006
60335	26	Community Program Monitor	006
60407	29	Community Treatment Coordinator	006
60425	25	Community Work Crew Leader*	006
60205	23	Computer Programmer*	006

60510	14	Cook*	006
60804	22	Data Processing Coordinator*	006
60210	29	Data Processing Programmer Analyst*	006
60200	19	Data Processing Technician*	006
60420	18	Education Aide*	006
60415	25	Education Instructor*	006
60515	20	Food Service Coordinator*	006
60520	23	Food Service Leader*	006
60410	26	Job Developer	006
60500	20	Maintenance Technician*	006
60412	27	Offender Employment Specialist	006
60413	30	Offender Workforce Development Spec.	006
60310	25	Parole/Probation Officer 1	006
60315	27	Parole/Probation Officer 2	006
60320	30	Parole/Probation Officer 3	006
60350	30	Polygrapher	006
60305	20	Pretrial Interviewer*	006
60940	30	Psychologist	006
60400	23	Residential Officer*	006
60125	20(-1)	Secretary*	006
60330	26	Substance Abuse Liaison	006
60300	24	Volunteer Services Coordinator*	006

\*Indicates classes covered by the premium overtime provisions of Article VIII, Section 2. For classes not indicated by an asterisk, see Appendix S-4. As mutually agreed upon, other classes may receive premium overtime.

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**APPENDIX B**  
**ORGANIZATIONAL AND EMPLOYING UNITS**

Organizational units for purposes of layoff pursuant to Article VI and employing units for purposes of transfers pursuant to Article VII are defined as:

1. Regents:  
Institutions
2. Human Services:  
Civil Commitment Unit for Sexual Offenders (CCUSO)  
Institutions  
Service Areas  
Central Office
3. Transportation:  
Districts  
Ames/Des Moines Complex
4. General Services:  
Statewide
5. Workforce Development:
  - a. Workers' Compensation Division - Statewide for transfers and layoffs.
  - b. Labor Services Division - Statewide for transfers and layoffs.
  - c. All other divisions, including the administrative offices at 150 Des Moines Street and 1000 East Grand Avenue, considered together as one (1) statewide organizational/employing unit, with the exception of the Workforce Development Center Administration Division where organizational units, for the purposes of layoff

or hours reduction, are Service Delivery Areas  
(see Appendix T).

6. Corrections:
  - Institutions
  - Central Office
7. Community Corrections:
  - For Layoffs:
    - Districts
    - Field Services / Residential
    - Clerical
  - For Transfers:
    - Districts
8. All other State agencies:
  - Divisions
  - Districts or Regions
  - Institutions

## **APPENDIX B2 COMMUNITY CORRECTIONS**

### Class Series for Purposes of Layoff and Bumping

#### Clerical:

- Data Processing Program Analyst
- Computer Programmer
- Data Processing Coordinator
- Data Processing Technician

- Account Clerk 2
- Account Clerk 1

Secretary  
Clerk Typist

Field Services/Residential:

Probation/Parole Officer 3  
Probation/Parole Officer 2  
Probation/Parole Officer 1

Residential Officer

Offender Workforce Development Specialist  
Offender Employment Specialist  
Job Developer

Education Instructor

Education Aide

Volunteer Services Coordinator

Pretrial Interviewer

Substance Abuse Liaison

Community Treatment Coordinator

Community Program Monitor

Psychologist

Polygrapher

Miscellaneous:

Food Service Leader  
Food Service Coordinator  
Cook

Community Work Crew Leader  
Maintenance Coordinator  
Maintenance Technician

**APPENDIX C**  
**ENROLLMENT PERIODS, OTHER**  
**ENROLLMENT CHANGES, AND MOVEMENT**  
**AMONG PLANS**

1. Health Benefits Plans

a. New Employees

New employees may enroll in single or family coverage within thirty (30) calendar days of their date of employment or during the first enrollment and change period following their date of employment. Employees and dependents not enrolled during these periods will be considered late enrollees, subject to an eighteen (18) month preexisting condition(s) waiting period.

b. PROMISE Employees

PROMISE program employees, as established by Executive Order Number 27, may enroll in single or

family coverage within thirty (30) calendar days of the expiration of their Medicaid benefits.

c. Enrollment and Change Period

Beginning in October of each year, there will be a thirty (30) calendar day annual enrollment and change period when employees may select any health plan offered for which the employee may be eligible (single or family contract must remain a single or family contract).

There will be no annual enrollment and change period for dental benefits. Enrollment through underwriting is not available.

There will, however, be a one time, thirty (30) day special open enrollment period for dental insurance which will be held during the first year of this agreement at which time employees may enroll in single or family coverage and may add dependents to existing contracts.

d. Changes During a Plan Year

If an employee, an employee's spouse or a dependent joins as a member of a health plan contract when there is not a timely or qualified family status change, or at a time other than the initial eligibility for newly hired employees, that person (late enrollee) will be subject to an eighteen (18) month preexisting condition(s) waiting period. The State shall determine, subject to federal law, whether the preexisting condition(s) waiting period shall apply.

Under certain circumstances, employees enrolled in a State health plan may change from single to family coverage, or may add dependents during the year without the eighteen (18) month preexisting condition(s)

waiting period, provided that timely application is made and that only dependents directly affected by the event are added to coverage. A change may be made if a new application is submitted within thirty (30) calendar days of any of the following events:

Marriage;

Death of a spouse or dependent;

Adoption of a child, addition of stepchildren or foster children to the family;

Employee or spouse reaches age 65;

Spouse or dependents who through no election of their own, have lost coverage. Proof of loss shall be the Involuntary Loss of Coverage Statement signed and dated by the previous employer (which all employers are required by federal law to provide upon request);

Employee, spouse or dependent becomes eligible for Medicare, or;

Divorce, annulment, legal separation, or dissolution of marriage, or;

Dependent no longer eligible (age 19 or over and no longer a full-time student, or dependent marries).

When an employee accepts a job with the Employer in another part of the state where the employee's plan is not available, the employee will be allowed to change to another plan.

At the time of the birth of a biological child, the Program 3 Plus and Iowa Select carrier will add this newborn to the existing family health contract when information becomes available from any valid source that this birth occurred, e.g., hospital or professional claims submission, or an enrollment form. The effective

date of enrollment will be the date of birth. Note: HMOs require an enrollment form to be completed by the subscriber within thirty (30) days of the birth.

If a single health contract is in effect at the time of the birth of a biological child, the enrollee must submit an application form to the carrier to change to a family health contract within thirty (30) days of the date of this birth. The effective date of the family health contract will be the first day of the month in which the biological child was born. Appropriate deductions for payment of the family contract will be taken retroactively to reflect the change to a family contract. Other family members not affected by the birth are not eligible to be added because of this “event.”

If the single health contract holder does not submit the application for family coverage within thirty (30) days of the birth of the biological child, the child will be considered a late enrollee and benefits payments will not be made retroactive to the date of birth.

e. Sixty-three (63) Day Provision

The State’s eleven (11) month preexisting condition(s) waiting period will be offset for “credible coverage.” This means that if fewer than sixty-three (63) days have passed between an eligible member’s prior health benefit coverage and application to a State’s health benefit plan, the State will credit that member for the time covered by the prior health benefits. This time will be subtracted from the State’s eleven (11) month preexisting condition(s) waiting period. This language will not change the State’s effective date of coverage.

f. The DAS-HRE Chief Operating Officer may

conduct or research health benefit-related projects of limited duration and scope designed to improve the quality, access or affordability of the health benefit program for State employees. This provision includes, but is not limited to, development and implementation of a joint purchasing project among other public and private sector health benefit purchasers.

## 2. Dental Benefits Plan

### a. New Employees

New employees may enroll in single or family coverage within thirty (30) calendar days of their date of employment.

### b. PROMISE Employees

PROMISE program employees, as established by Executive Order Number 27, may enroll in single or family coverage within thirty (30) calendar days of the expiration of their Medicaid benefits.

### c. Enrollment and Change Period

There will be no annual enrollment and change period for dental benefits and enrollment through underwriting is not available.

### d. Changes During a Plan Year

A change from family to single coverage may be made at any time during the plan year. A change from single to family coverage or addition of dependents to existing family contracts may only be made if an application is submitted within thirty (30) calendar days of any of the following events, and provided that only those dependents directly affected by the event are added to coverage:

Marriage;

Death of a spouse or dependent;  
Birth of a child;  
Adoption of a child, addition of stepchildren or foster children to the family;  
Employee or spouse reaches age 65;  
Spouse who, through no election of their own, has lost coverage or involuntarily loses coverage through another employer (i.e., discharge, layoff, plant closing or company closing). Proof of loss shall be the Involuntary Loss of Coverage Statement signed and dated by the previous employer (which all employers are required by federal law to provide upon request);  
Employee, spouse or dependent becomes eligible for Medicare;  
Divorce, annulment, legal separation, or dissolution of marriage, or;  
Dependent no longer eligible (age 19 or over and no longer a full-time student, or dependent marries).  
If a single dental contract is in effect at the time of the birth of a biological child, the enrollee must submit an application form to change to a family dental contract within thirty (30) days of the date of this birth. The effective date of the family dental contract will be the first day of the month in which the biological child was born. Appropriate employee deductions for payment of the family contract will be taken retroactively to reflect the change to a family contract. Other family members not affected by the birth are not eligible to be added because of this “event.”

If the single dental contract holder does not submit the

application for family coverage within thirty (30) days of the birth of the biological child, there is no further opportunity to add this child.

**APPENDIX C-1  
HEALTH BENEFITS  
REVIEW COMMITTEE**

During the term of this Agreement, a health benefits review committee shall be formed. The committee shall be comprised of seven (7) Union representatives appointed by the President of AFSCME/Iowa Council 61, and seven (7) employees representing the Employer appointed by the Chief Operating Officer of DAS-HRE in consultation with the State Court Administrator. The Employer's representatives shall elect one (1) co-chair and the Union's representatives shall elect one (1) co-chair.

The committee will focus its efforts on three main issues: quality (defined as appropriate utilization and communication), employee education and cost containment.

The committee shall meet once each quarter during the term of the Agreement to discuss agenda items defined by the co-chairs in advance of the committee meeting. Each committee meeting shall last no longer than two (2) hours. Union representatives participating in the meetings shall be in pay status for travel time and the time spent in such meetings. Attendance at such meetings shall not make an employee eligible for

overtime pay if attendance occurs on the employee's day off, or starts before or extends beyond the employee's scheduled work day. Participants shall be reimbursed for mileage and meal expenses by AFSCME/Iowa Council 61.

## **APPENDIX D DENTAL BENEFIT COVERAGE**

### 1. Diagnostic and Preventative Services

Plan payment at 100% UCR.

Routine examination and teeth cleaning twice in a plan year.

Bite-wing x-rays at twelve (12) month intervals.

Full mouth x-rays once in any three (3) year interval unless special need is shown.

Topical fluoride applications as prescribed by the dentist for unmarried dependent children, but not more than once in any twelve (12) month interval.

### 2. Routine and Restorative Services

Plan payment at 80% UCR.

Regular cavity fillings (amalgam, stainless steel crowns, synthetic porcelain and plastic).

Emergency treatment for relief of pain.

Oral surgery (tooth extractions and other oral surgery, including pre and post-operative care).

Topical applications of sealants for unmarried dependent children who are less than fifteen (15). Not more than a single application for each molar. Lifetime maximum per member \$120.00.

No deductibles.

3. Major Restorative Services

Plan payment at 50% UCR.

Root canals.

Gold fillings when other filling materials cannot be used.

Crowns and jackets when necessary and when fillings cannot be used.

Beginning January 1, 2005, the dental benefits shall include surgical as well as non-surgical treatment for gum and bone (alveolar) diseases (surgical and non-surgical periodontics) at 50% coinsurance.

4. Prosthetics

Beginning January 1, 2005, the dental benefits shall include bridges and dentures at 50% coinsurance.

5. Annual Maximum Plan Payment

Beginning January 1, 2005, the annual maximum plan payment for all plan benefits shall be \$1,500 per member per year.

6. Orthodontics

Beginning January 1, 2005, the dental benefits shall include orthodontics to be paid at 50% coinsurance with a per dependent lifetime maximum of \$1,500.

## **APPENDIX E RELOCATION REIMBURSEMENT**

### **1. GENERAL POLICY**

Executive branch state employees who are reassigned at the direction of the Appointing Authority shall

be reimbursed for relocation and related expenses in accordance with this policy. If approved by the Appointing Authority, an individual newly hired or promoted may be reimbursed for relocation and related expenses at the same rate used for the reimbursement of a current employee who has been reassigned. The Appointing Authority shall have the discretion to decide the extent to which reimbursement is provided to newly hired or promoted employees. Prior written approval must be given by the Department of Administrative Services to the Appointing Authority for relocation to or from outside the continental United States. Upon request of the Appointing Authority, exceptions to this policy may be made with prior written approval of the Department of Administrative Services. Eligibility for reimbursement shall occur when all of the following conditions exist:

- \* The move is for the primary benefit of the State;
- \* A permanent change in duty station is required; and
- \* The individual must change his or her place of personal residence beyond 25 miles. (For moves less than 25 miles, no relocation expenses reimbursement will be allowed unless the Department of Administrative Services has given prior written approval.)

An employee may elect to relocate temporarily and remain eligible to relocate permanently at any time thereafter for a period of up to twelve (12) months from the day before the employee is to report to the new duty station. Temporary living expenses requested for reimbursement during such a “temporary

relocation” shall be included as part of the total amount reimbursable under this policy (up to ninety (90) calendar days). Claims for reimbursement of temporary living expenses shall be filed on the Temporary Living Expense Claim form (Attachment 1). One (1) member of the employee’s immediate household may be eligible for limited temporary living expenses (see “Subsistence expenses” on page 6 for details).

Reimbursement of relocation expenses will not occur prior to the time the employee is officially on the payroll or the time the employee has an official change in duty station, and will be made on the basis of DAS-HRE rules and policies in effect at that time. However, approval to incur expenses and to submit claims for reimbursement may occur before the employee is officially reassigned or placed on the payroll. Claims for reimbursement of relocation expenses shall be filed on the Relocation Expense Claim form (Attachment 2). Unless otherwise provided in this policy, reimbursement amounts for meals, lodging and personal vehicle mileage will be the same as for a State employee on State business.

Disputes with regard to the application and interpretation of this policy, as well as exceptions to this policy, shall be submitted to and resolved by the Director of the Department of Administrative Services. The resolution shall be put in writing and copies sent to the Appointing Authority, the employee and the Department of Administrative Services-State Accounting Enterprise.

## 2. DEFINITIONS

- **Amortization** - A payment plan which enables the borrower to reduce his or her debt gradually through monthly payments of the principal.
- **Appraisal fee** - A fee charged by an appraiser for an appraisal report. If the lender secures the appraisal, the fee is usually paid to the lender.
- **Assumption fee** - A fee charged by a lender to compensate for administrative costs related to an assumption of a pre-existing mortgage.
- **Binding, not to exceed bid** - A bid that is guaranteed not to exceed a certain dollar amount.
- **Bridge loan** - A loan, from a financial institution, to cover the short interval between buying a house and selling another.
- **Credit report** - A report required by a lender on the credit standing of a prospective borrower.
- **Duty station** - A geographic location where an employee is officially assigned to work.
- **Escrow agent's fee** - A fee charged by an escrow agent to establish an escrow account.
- **Former residence** - A personal place of residence owned or rented by the employee immediately preceding the move.
- **Household goods** - Personal property that belongs to the employee or the employee's immediate household members and that is related to occupying, maintaining or caring for a home. Household goods include yard items such as utility sheds and play sets that are reasonably movable as well as recreational equipment and vehicles.

- **Immediate household** - Individuals who are members of or reside in the employee's household.
- **Lender application fee or loan origination fee**  
- A fee charged by a lender which is in essence a "service charge" to compensate for the lender's administrative and loan preparation costs. The fee is usually expressed in points (a flat percentage of the loan amount).
- **Market value differential** - The difference between the actual sale price obtained for the former principal residence and its estimated market value based on independent appraisals.
- **Mobile home** - A mobile dwelling constructed for use as a residence and designed to be moved. Includes components attached to or a part of the home.
- **Mortgage** - A lien or claim given by a buyer to a lender to secure advances on, or the unpaid purchase price of, real property. Includes contracts for the purchase of real property.
- **Mortgage discount point** - A one-time charge assessed by a lender to increase the yield from the mortgage. Points are assessed by the lender and will be reimbursed only to the extent that the employee realizes no financial gain when obtaining a new mortgage. A point is 1% of the loan amount of the mortgage.
- **Mortgage interest differential** - An amount that would be required to reduce the amount of a new mortgage (with a higher interest rate than the old mortgage) to an amount that could be amortized at

the same monthly payment (principal and interest) as the old mortgage.

- **Mortgage prepayment penalty** - A fee charged by the lender when a borrower pays off an existing mortgage prior to its expiration.
- **Promotion** - The acceptance by a nontemporary employee of an offer by an appointing authority to move to a position in a class with a higher pay grade that may involve movement between positions covered by merit system provisions and positions not covered by merit system provisions.
- **Realtor commission** - A fee charged by the agent for the sale of real estate property; usually a percent of the property's sale price.
- **Reassignment** - The movement of an employee and the position the employee occupies within the same organizational unit or to another organizational unit at the discretion of the Appointing Authority. A reassignment may include a change in duties, work location, days of work or hours of work, and may be temporary or permanent. A reassignment may result in a change from the employee's previous job classification.
- **Residence** - An employee's place of permanent residence.
- The employee may have only one (1) residence from which the move is being made. Other homes or real property owned or rented by the employee are not covered for the purposes of this policy, unless it is "temporary housing" (see page 1). However, with prior approval, household goods from other

locations may also be moved (e.g., items in storage or situations where the employee or a member of the employee's immediate family occupies a dormitory room).

- A residence owned by the employee means a residence owned in whole or in part by the employee or spouse.
- If the former residence is part of a multiple-family or multiple-purpose property owned by the employee, incidental moving expenses incurred for selling the property will be prorated to include only that part of the expenses applicable to the employee's actual residence.
- **Severance agreement** - A written agreement between the Employer and employee stipulating salary and benefits to be paid upon separation.
- **Stop-over or pick-up charges** - A fee charged by the moving company when the goods to be moved must be picked up from more than one (1) location, or when a temporary delay in delivery to the new location is necessary (may also be called in-transit temporary storage).
- **Title and recording fees** - Fees charged by a county to record a sale of real property and establish ownership of real estate property.
- **Transfer tax** - A state revenue stamp, documentary stamp or other tax required on the transfer of real property. The amount is based on the actual sale price of the real property.

### 3. MAKING ARRANGEMENTS

In all situations, the employee is responsible for

making relocation arrangements, but must first have the approval of the appointing authority before finalizing the arrangements. Neither the agency nor the State of Iowa shall be responsible for loss or damage to an employee's personal property.

An employee who is approved for reimbursement of relocation expenses shall obtain "binding, not to exceed" written bids from at least two (2) carriers that have operating authority to serve the area from which the employee is moving (Attachment 3). Verification of operating authority may be obtained from the Iowa Department of Transportation at (515) 237-3224. The bid with the lowest dollar amount will be the bid accepted. The employee may, however, make an alternate selection, but the amount that will be reimbursed shall not exceed the dollar amount of the lowest bid, and the employee must receive prior approval from the appointing authority before contracting with or utilizing an alternate carrier.

An employee approved for reimbursement of relocation expenses who is moving his or her mobile home shall obtain at least two (2) "binding, not to exceed" written bids on the cost of moving the mobile home and the disassembly and reassembly of any components. The bid with the lowest dollar amount will be the bid accepted. The employee may, however, make an alternate selection, but the amount that will be reimbursed shall not exceed the dollar amount of the lowest bid, and the employee must receive prior approval from the appointing authority before contracting with or utilizing an alternate transporter

and installer.

After the relocation is complete, the employee will furnish the agency with the proper documentation needed to prepare and process the claim for payment.

In case the employee wishes to pay the carrier, transporter, or installer immediately after the move or is required to do so, the employee may claim reimbursement from the State by using the Relocation Expense Claim form (Attachment 2). All supporting documents that are required by the State (original invoice) must be furnished by the carrier, transporter, or installer to the employee, who must attach them to his or her claim. The invoice must be marked clearly and signed by the mover "Paid in Full."

Employees who wish to move themselves shall not be reimbursed an amount that exceeds the lowest bid for the move. The expense reimbursement voucher must be accompanied by the two carrier bids and any applicable receipts. Neither the employee nor family members will be reimbursed for time spent assisting with or doing their own move.

#### **4. EXPENSES THAT ARE REIMBURSABLE**

*THE FOLLOWING EXPENSES ARE ELIGIBLE FOR FULL REIMBURSEMENT:*

- Household goods.
  - a. Movement of household goods by a moving company.
    - Moving interior and exterior household goods from the former principal residence to the new principal residence.
    - Insurance for the full (no deductible) replacement

value protection of all household goods. The cost of insurance must be clearly spelled out in the movers' bids. A third bid for insurance only must be obtained and accepted if less costly than the mover's insurance charge.

- Cost of packing and unpacking household goods.
- Cost of disassembly and reassembly of household goods.
- Stop-over and pick-up charges. This also includes expenses of moving household goods into storage and removing household goods from storage.
- Storage charges on household goods for up to ninety (90) days.

Payments to the carrier, transporter, or installer for moving expenses may be paid directly by the State or the employee may pay the carrier, transporter, or installer directly and request reimbursement from the State. In either case, the following documentation will be required:

- Originals of two (2) signed bids from authorized carriers, transporters, or installers; and
  - Original invoice or bill of lading furnished by the carrier, transporter, or installer; and
  - Invoice marked "Paid in Full" and signed by the carrier, transporter, or installer (if paid directly by the employee); and
  - Completed relocation expenses claim forms.
- b. Self-move of household goods.
- Mileage reimbursement at the state rate for using a motor vehicle. More than one (1) trip may be reimbursed between the former principal

residence and the new principal residence, as necessary.

- Trailer and trailer hitch rental.

**NOTE:** Some vehicles cannot accommodate the temporary installation of a trailer hitch and will necessitate the purchase and permanent installation of a trailer hitch. Reimbursement will be allowed when this is necessary.

Truck rental plus reimbursement for the cost of fuel for the truck. More than one (1) trip may be reimbursed between the former principal residence and the new principal residence, as necessary. Original receipts for fuel must be accompanied by documentation showing origin, destination and miles driven.

- Trip insurance for full (no deductible) replacement value protection for the time period of the move.
  - Rental of equipment to disassemble or reassemble household goods.
  - Day labor (maximum of \$12 per hour) hired to assist with the self-move (the employee and members of the immediate household are not eligible for this reimbursement). A handwritten receipt showing the hours worked and the amount paid must accompany the request for reimbursement.
- c. Movement of a mobile home.
- Preparation of the mobile home for the move.
  - Moving the mobile home including, as necessary, the cost of disassembly and reassembly of any

components attached to or a part of the mobile home.

- Set-up including tie-downs, skirting, leveling pads and concrete blocks.
- Insurance for full (no deductible) replacement value protection of the mobile home.

- Realtor commission.

Realtor commission on the sale of the employee's former principal residence.

The claim for reimbursement shall include one (1) copy of the real estate closing statement showing the sale price of the residence and the realtor's commission fees.

- Marketing expenses to sell the residence without a realtor.

Expenses associated with marketing the former principal residence for sale without using the services of a realtor are reimbursable in lieu of the realtor commission. All other expenses associated with the sale are subject to and covered by the \$15,000 limit.

- Subsistence expenses (temporary living expenses). Subsistence expenses are defined, for this purpose, as breakfast, lunch, dinner, lodging, and up to ten minutes of long distance telephone or cellular phone calls to the former principal residence each day.

Subsistence expenses will start on the day prior to the day the employee is to report to the new duty station and end on the day after the employee's household goods are delivered to the employee's new principal

residence or at the end of 90-calendar days, whichever comes first.

The 90-calendar days for the employee shall be consecutive unless the employee must be absent on State business from the new duty station for more than five consecutive workdays, in which case those days will not be counted toward the 90-calendar day time frame.

Subsistence reimbursement for meals will be up to \$20.00 per day plus applicable taxes, and for lodging will be up to \$40.00 per day plus applicable taxes. One member of the employee's immediate household, if living with the employee, is also eligible to receive up to the same amount per day for meals, but not lodging, for a maximum of 90-calendar days. Both 90-calendar day periods will run concurrently. This reimbursement is in addition to "expenses during move of household goods" (see page 9). Lodging may include short term apartment rental and related utilities in lieu of a motel, in which case unrefunded deposits may be claimed for reimbursement. "Related" utilities are those items that would be included in the cost of a motel and are defined, for this purpose, as gas, electricity, basic telephone, basic cable television and water. Claims for reimbursement of subsistence expenses shall be filed on the Temporary Living Expense Claim form (Attachment 1).

In lieu of or in combination with subsistence expenses, an employee may be reimbursed for mileage and meals at the daily in-State rate to commute between the new duty station and the employee's former principal residence. Daily reimbursement for commuting will

not, however, exceed the daily subsistence expense maximums that would be allowed if the employee remained at the new duty station location.

- Income tax assistance.

Employees must pay taxes on the prior calendar year's taxable relocation expenses. Income tax assistance payments of 50% for reimbursement of taxable relocation expenses will be included each time a claim is paid. Important: Employees will not receive any further compensation for taxable relocation expenses at the end of the calendar year.

THE FOLLOWING EXPENSES ARE ELIGIBLE FOR REIMBURSEMENT UP TO AN AGGREGATE TOTAL OF \$15,000:

- Incidental expenses.

- a. Costs associated with the sale or purchase of a residence. To be eligible for reimbursement under this category, the employee must own his/her principal residence at the time of hire or reassignment.

This category includes necessary and reasonable costs incurred by the employee incidental to the purchase of a new principal residence and customarily paid by the buyer, and incidental to the sale of a former principal residence and customarily paid by the seller.

The following costs associated with the sale of a principal residence are reimbursable under this policy:

- Items payable in connection with a loan:

Veterans Administration Funding Fee  
Mortgage Release/Prepayment Penalty  
Mortgage Discount Points

- Title charges:
  - Administrative Compliance Fee
  - Settlement Fee
  - Abstract or Title Search
  - Document Preparation
  - Notary Fee
  - Attorney Fee
  - Deed Preparation
  - Abstract Continuation
- Government recording and transfer charges:
  - Mortgage Release Fee
  - Deed or Tax Stamps

- Inspection Fees
  - The following costs associated with the purchase of a principal residence are reimbursable under this policy:
- Items payable in connection with obtaining a loan:
  - Loan Origination Fee
  - Appraisal Fee
  - Credit Report
  - Processing Fee
  - Closing Fee
  - Prepaid Loan Fee
  - Loan Assumption Fee
  - Commitment Fee
  - Escrow Agent Fee
  - Mortgage Discount Points  
(see p. 3 for limitations)

- Title charges:
  - Administrative Compliance Fee
  - Abstract or Title Search
  - Document Preparation
  - Title Examination
  - Notary Fee
  - Attorney Fee
  - Plat Drafting
  - Plat Drawing/Survey
  - Title insurance
  - Survey Charges
- Government recording and transfer charges:
  - Deed Recording Fee
- Inspection fees:
  - Termite Inspection
  - Pest Inspection
  - Radon Inspection
  - Structural Inspection
  - Electrical/Plumbing Inspection
- b. Utility disconnect and connect charges. Utility connect charges do not include refundable utility deposits or refundable utility cooperative memberships.
- c. Residence disposal and location expenses.
  - Transportation for up to two round trips between the former principal residence and the new principal residence (reimbursable at the current state rate if a personal automobile is used or at the coach rate if travel is by air) for the employee and one household member. This includes travel to conduct business associated with the sale of the former principal

residence.

- Actual meal and lodging expenses for up to five days and four nights for each of the trips mentioned in the paragraph above for the employee and one household member while visiting the new principal residence location.
  - Automobile rental for up to five days plus reimbursement for the cost of fuel for each of the trips mentioned in the paragraph above.
  - Long distance telephone or cellular phone calls and fax charges incidental to the sale or subletting of the former principal residence and/or the purchase or rental of the new principal residence.
- d. Expenses during move of household goods.
- Actual meals and lodging for the employee and each member of the immediate household for up to five days and four nights while household goods are in transit.
  - At the time of the move, one-way mileage (at the state rate) for up to two vehicles, owned by the employee or a member of the employee's household, from the former principal residence to the new principal residence. Should the employee's household contain more than two licensed drivers, the number of vehicles for which mileage reimbursement may be claimed shall be equal to the number of licensed drivers. In lieu of driving automobiles from the former principal residence to the new principal residence, the employee and/or the employee's immediate household members may choose an alternate means of transportation for

reimbursement and have the vehicles moved by the moving company.

- e. Costs incurred in settling a lease, not to exceed 3 months' rent.

This expense shall not be allowed if it is determined that the employee knew, or reasonably should have known, that a reassignment was imminent before entering into a lease agreement.

- f. Mortgage interest differential.

Mortgage interest differential is calculated when the mortgage interest rate on the new principal residence exceeds the interest rate on the mortgage on the former principal residence.

The reimbursement shall be the amount that would be required to reduce the new mortgage balance to an amount that could be amortized at the same monthly payment (principal and interest) as the old mortgage. If the new mortgage is less than the computed amount for a new mortgage, the differential will be prorated and reduced accordingly. The amount of the payment will be calculated in accordance with Attachment 4.

- g. Market value differential.

Market value differential is the difference between the actual sale price obtained for the former principal residence and its estimated market value based on independent appraisals. If possible, obtain appraisals prior to placing the former principal residence on the market.

The differential is used when the actual sale price obtained for a residence is less than the estimated

market value based on independent appraisals. The amount to be reimbursed shall not exceed 50% of the difference between the actual sale price obtained (following a good faith effort, including the use of a realtor, to market the property) and the average of two estimates of the market value prepared by two independent appraisers. The amount of the payment will be calculated using Attachment 5.

The employee shall select two appraisers who are licensed or certified by the state of residence. The employee must make payment to the appraisers and submit the invoice marked "paid in full" along with the appropriate expense reimbursement vouchers (Attachments 2 and 5) to the Appointing Authority for reimbursement of these expenses.

If the appraisers' opinions of market value differ by more than 5%, the Appointing Authority will order a third appraisal. The market value estimate will then consist of the average of the three opinions. The cost of the appraisals and any market value differential payment shall be included in the maximum reimbursement allowable under this section.

Processing relocation expenses claims.

Travel claims for all relocation expenses are submitted to the Department of Administrative Services-State Accounting Enterprise (Daily Processing). The claims will include expenses that are not subject to withholding as well as expenses that are subject to withholding. Only expenses that are not subject to withholding will be paid

on a Travel Voucher (TV) for relocation expenses (Attachment 2). All expenses to be paid for the relocation will be detailed and coded on the TV, but the accounting lines for the taxable expenses will need to have a line drawn through them on the TV, charged to object code 2575, and paid through the payroll system. The Relocation Expenses Recap form (Attachment 8) details the expenses that will be paid through the DRF-DAPR and which expenses will be paid through the payroll system. An expenditure correction document (EC) must be submitted with the TV when there are expenses that are taxable and paid through the payroll system. This EC decreases object code 2575 and increases the applicable object codes with the gross amount of each expense. The amount of the decrease on the EC will equal the amount that was lined off the TV and the amount paid through the payroll system. All documents relating to the relocation submitted to the DRF-DAPR must be batched as single documents using the blue batch ticket and have no approvals applied to the system. The claim is pre-audited by the DRF-DAPR. The Relocation Expenses Recap form is initialed by the DRF-DAPR and the pink copy is sent back to the originating agency if there are expenses to be paid through the payroll system (the goldenrod copy is always returned for the agency's records). It is then the responsibility of the employee's department to prepare a Pay Information form (P-9) (Attachment 9) to include the amount that is subject to withholding in the employee's bi-

weekly pay check. The amount must be entered in the field entitled "MOVE/MILE SUBJ. TO W/H." For the purposes of payment through the DRF-DAPR, the minimum documentation needed (or referenced to) is:

1. Original invoice or bill of lading furnished by the shipper.
2. Completed Travel Voucher (TV) for Relocation Expenses (Attachment 2).
3. Originals of the Moving Company Bid Sheet (Attachment 3) from two or more authorized carriers.
4. Completed IRS Tests for Preparing Relocation Expense Claims (Attachment 7).
5. Completed Relocation Expense Recap (Attachment 8) - all 4 copies.
6. Completed Expenditure Correction (EC), if relocation includes expenses paid through the payroll system.
7. The official letter of hire or reassignment received by the relocating employee from the agency.
8. Calculation of Mortgage Interest Differential (Attachment 4) if applicable.
9. Calculation of Market Value.
10. Completed and Signed Agreement for Recouping Recruitment, Retention, Education and Relocation Payments (Attachment 10).
11. All other receipts that are submitted for reimbursement (except food).
12. A duplicate set of copies of all of the above.

NOTE: The Department of Administrative Services-State Accounting Enterprise must receive the original and one copy of all relocation reimbursement claim forms and any supporting documentation.

#### **5. DAYS OFF WITH PAY**

Employees may utilize up to a total of eighty (80) hours of paid work time off for any combination of the following reasons:

- Locating a new principal residence.
- Closing on the sale or lease of the former principal residence.
- Closing on the purchase or lease of the new principal residence.
- Moving household goods from the former to the new principal residence.
- Related incidental activities.

#### **6. EXPENSES NOT REIMBURSABLE**

- Expenses reimbursed by the former employer as part of a severance agreement.
- The cost of transporting vehicles not included in “Expenses during move of household goods” on page 9.
- The cost of or related to moving livestock.
- Any other items not specifically covered by this policy.
- Any reimbursable item in excess of the limits set in this policy.
- Refundable apartment and utility deposits.

#### **7. REPAYMENT**

As a condition of receiving reimbursement for moving expenses, the recipient must sign an agreement to

continue employment with the appointing authority as provided for in the rules of the Department of Administrative Services [IAC 11-64.9(5)]. A copy of the agreement shall accompany the reimbursement request forms (Attachment 10).

## **APPENDIX F AIRPORT FIREFIGHTERS**

### 1. Overtime Compensation

Notwithstanding the provisions of Article VIII, Section 2, employees in the job classification Airport Firefighter shall receive overtime for those hours they work in excess of their regularly scheduled work shift.

### 2. Sick Leave Computation and Accrual

Airport Firefighters shall continue to accrue sick leave using the current conversion factor.

### 3. Annual Leave Computation Accrual

Airport Firefighters shall continue to accrue leave using their current conversion factor.

### 4. Holiday Computation and Accrual

For employees in the job classification Airport Firefighter, the hours for holidays shall be computed using the current conversion factor and the total shall be pro rata with the employee receiving one twenty-sixth (1/26) of the yearly entitlement per pay period. The hours shall be credited to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Article IX, Section 11, Vacations.

5. Pursuant to Article IX, Section 11(B)1, Airport Firefighters will be granted leave equal to one (1) scheduled shift.

**APPENDIX G  
(Reserved)**

**APPENDIX H  
DEPARTMENT OF CORRECTIONS**

1. Scheduling for compensatory time, holidays, banked holidays and holiday premium time will be in accordance with Article IX, Section 11, Vacations.

2. In the event an employee of a correctional institution has been determined by the Appointing Authority to have been held hostage, the employee will be eligible for a paid leave of absence up to ninety (90) days as determined by a licensed physician to be necessary for recovery from stress. Such paid leave shall not be charged against the employee's sick leave account.

3. The parties recognize the importance of the confidentiality of medical information. Additionally, the parties agree that all applicable federal and State laws shall be followed in regards to information concerning inmates/residents/clients who have been identified as having communicable/contagious diseases. Employees will be provided with appropriate information which will be available either on each living unit or the institution's

intranet system regarding inmates/residents/clients who have been identified as having communicable/contagious diseases of substantial health risk pursuant to the memorandum from Hal Farrier dated December 29, 1986, which addresses the Health Services Policy HSP-85-907. The provisions of this memorandum will be implemented no later than July 15, 1987.

4. "Med Passer" differential will be paid to Correctional Officers and Nursing Unit Coordinators that are required to pass medication. An eligible employee will receive \$0.75 per hour differential effective January 1, 2008 for a full shift on any day he or she passes medications, regardless of whether the employee actually passes medications on each hour of the shift. The differential will not be paid for days the employee does not pass medications.

5. The parties agree to utilize the GRIP during the term of the 2007-2009 contract.

6. By January 1, 2008, every employee required to wear a uniform will be issued at least three (3) sets of cotton/polyester BDU uniforms. This will consist of three (3) trousers and two (2) short sleeve and two (2) long sleeve shirts. By July 1, 2009, every employee will be provided with three (3) sets of cotton/polyester BDU uniforms consisting of three (3) trousers, three (3) long sleeved shirts and three (3) short sleeved shirts.

7. The Employer will allow Union representatives the use of an existing phone line for Union business with supervisor's approval. This will be at no additional cost to the Union or Employer. Use of this will be in compliance with Article II and Article IV of the CBA.

8. Effective July 1, 2007, the Employer will reimburse employees up to \$65.00 per fiscal year, of the cost for the initial purchase/replacement of shoes/boots for employees that are required to wear a particular color or style of shoes/boots.

9. Pursuant to a Letter of Agreement dated January 21, 2007, the parties agree to engage in a study of the feasibility of offering paid meal periods to all employees in the job classifications of Correctional Building Service Coordinators, Correctional Trades Leaders, and Correctional Food Services Coordinators. The Employer agrees to continue providing paid meal periods for those positions currently receiving them. (See Appendix U, #10)

10. A Letter of Understanding will be developed to insure Correctional Officers who are reserve law enforcement officers shall not be disciplined for being late to work due to when they are on-call and they call the institution to report that they will be late because of their law enforcement duties.

11. The Department of Corrections agrees that any changes to posts/positions that become open or are created will be discussed at monthly institution Labor/Management meetings.

## **APPENDIX I DEPARTMENT OF TRANSPORTATION**

1. Pursuant to Article VIII, Section 1, Work Schedules, employees called out to work contiguous

to their regularly scheduled shift will be allowed to complete their shift up to a total of twelve (12) consecutive hours.

2. The following shall control the interpretation of Article VIII, Section 1, as applied to the Department of Transportation and shall not serve as a precedent to grievances from other departments nor serve in a prejudicial manner to either the Employer or the Union with respect to grievances from other departments:

a. Schedules:

DOT maintenance employees will be furnished work schedules indicating the employees' days and hours of work. These schedules are for informational purposes only and shall not constitute the basis of a grievance concerning overtime eligibility or computation.

DOT employees working on a construction project will be informed of the location of their assignment as soon as practicable after the Employer becomes aware of the location.

b. Hours:

Reduction in hours during the work week should be done for lack of work or other legitimate reasons. Such determinations are at the sole discretion of the Employer. Maintenance garage employees will be sent home on the basis of inverse seniority within the maintenance garage. For purposes of this paragraph, seniority groups will be defined as the individual job classification, except for Equipment Operators and Equipment Operators Seniors who shall constitute a single seniority group.

3. Pursuant to Article VIII, Section 2, Overtime, for

Blue Collar and Technical bargaining unit employees, in those cases when an employee, who is not scheduled for Saturday and Sunday work, is sent home due to lack of work, or is sick on a scheduled work day, work performed on a Saturday or Sunday during that work week will be paid at the premium rate of pay.

4. Pursuant to Article VIII, Section 2, Overtime, for “equalization of overtime” purposes, if the employee has not notified the Employer in writing that he/she will not be available for overtime, and if the Employer is not able to contact the employee and they can verify by phone record the attempted contact, then the employee will be recorded as having declined to work overtime. Overtime equalization will be within twenty (20) hours per fiscal year.

A shared worker returning to his/her regular work unit shall be credited with the average number of overtime hours worked by employees within the same classification within the work unit while the employee was performing the shared worker duties unless otherwise agreed by individual district Labor/Management Committees.

5. Pursuant to Article IX, Section 12, Holidays:

a. Holiday pay will be equal to one (1) regularly scheduled work day whether the employee actually works or not.

b. Holiday pay for employees assigned to and working on a construction site will be equal to the average of the hours worked per day in the work week containing the holiday, not to exceed ten (10) hours but not less than eight (8) hours.

6. The Employer agrees to provide reimbursement of fifty dollars (\$50) per the term of this contract for cold weather protective clothing for employees whose job assignments require them to regularly work outside during the cold weather months. If the clothing is required to meet the ANSI safety standards or Iowa Department of Transportation Policy and Procedures, this requirement must be met.

The cold weather gear eligible for this reimbursement includes:

- winter head gear/face masks
- winter outer garments
- thermal under garments
- insulated gloves
- insulated socks

The employees eligible for this reimbursement include:  
Highway Technician Associate (Equipment Operators)  
Highway Technician  
Equipment Operator Senior  
Highway Technician Senior  
Garage Operations Assistant  
Anyone who performs winter operations as a shared worker.

7. When required for safety reasons there shall be two (2) employees of the DOT assigned to extra heavy-duty right-wing trucks during snow removal operations when winging outside the shoulder line. The use of the wing as a moldboard extension for plowing pavement and shoulder surfaces is excluded.

8. Motor Vehicle Officers and Motor Vehicle Sergeants with at least twenty-five (25) years of seniority, but not more than fifty percent (50%) of the crew, by classification, will not be required to work the late shift (shift 3). If it becomes necessary to assign employees to work the late shift, they will be assigned in reverse seniority order.

9. Employees in the Highway Division will be eligible for work differential under the following parameters.

A. Those employees who are not equipment operators, equipment operator seniors, garage operations assistants or mechanics when performing the duties in one (1) of the following activities:

- \* Phase one snow/ice removal
- \* Phase two snow/ice removal
- \* Frost Runs
- \* Chemicals and Abrasives
- \* Snow Fence
- \* Equipment Cleaning
- \* Other snow/ice duties
- \* Anti-icing.

B. Those employees who are not in the construction technician series, materials technician/fabricators series will be eligible for work differential when performing the following duties:

- \* Construction Inspection
- \* Materials Inspection
- \* Survey duties related to a specific construction project
- \* District Land Survey operations.

Eligible employees will be paid a work differential of 6.5% of the top pay of an equipment operator. This will

be for a full shift on any day they perform work eligible for the differential regardless of whether or not the work is performed for their full shift.

Training that Management requires to perform duties covered by the work differential will be paid at the work differential rate. The differential will not be paid for any day the employee is not assigned these duties.

Management will determine the number of employees in each work unit eligible for this differential. Qualified employees within the affected work unit(s) will be selected on the basis of seniority absent a business necessity that would dictate otherwise. If an insufficient number of employees are interested, the Employer may require employees to do the work, starting with the least senior qualified employee. Permanent employees may notify their immediate supervisor of their preference not to participate in work eligible for these differential pays and Management will make every attempt to grant this request.

10. Employees may, at their discretion, accumulate up to 160 hours of compensatory time. Any hours over 160 will be paid out in cash. Employees at their discretion will be allowed to carry over 40 hours to the next year. The year for purposes of utilization of compensatory time shall end on either March 31 or September 30, whichever the employee elects for the duration of this Agreement.

11. See Memorandum of Understanding #9 on Labor/Management meetings with Driver License Services.

12. Pursuant to Article XI, Section 15, Motor Vehicle Enforcement employees who must travel more than twenty (20) miles will be reimbursed for mileage

expenses only.

13. The State and AFSCME Iowa Council 61 agree to a committee of 6, 3 Union and 3 Management, to develop the criteria for a pilot project regarding a Catastrophic Bank System by July 1, 2007.

14. The State and AFSCME Iowa Council 61 have agreed to the following:

<b><u>Classification</u></b>	<b><u>Paygrade</u></b>	<b><u>Total FTE's</u></b>
Construction Tech. Asst.	19	19
Highway Tech. Associate	20	837
(Previously Equipment Operators and Highway Helpers)		
*Highway Tech.	22	**
Material Tech. 3	22	32
Equipment Operator Seniors	22	127
*Highway Tech. Seniors	24	**
Construction Tech.	24	112
Materials Fab. Inspector 1	24	12
Garage Operations Assistant	26	40
Construction Tech. Sr.	26	72
Materials Tech. 4	26	34
Materials Fab. Inspector 2	26	4
Materials Tech. 5	28	14

\*\*The State will determine the number of FTEs for each classification.

\*The State will provide individual PDQs for each position and new classification specifications for each new class. All new positions will be filled first by in-house competitive promotion and if not filled internally posted for outside applicants.

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**APPENDIX J**  
**DEPARTMENT OF HUMAN SERVICES**

1. “Med Passer” differential will be paid to qualified employees (Youth Service Workers, Youth Service Technicians, Resident Treatment Workers, Resident Treatment Technicians, and Psychiatric Security Specialists). Additional classifications shall be mutually agreed upon by the Employer and AFSCME/Iowa Council 61. An eligible employee will receive a \$0.75 per hour differential effective January 1, 2008 for a full shift on any day he or she passes medications, regardless of whether the employee actually passes medications on each hour of the shift. The differential will not be paid for days the employee does not pass medications.

⊕ The Employer will continue to provide employees passing medications with a refresher course once during the term of this master contract. Medication information maintained by the institution will be made accessible to employees who are passing medications.

2. Pursuant to Article XI, Section 7, Training, contingent upon the availability of funding, a sum of \$50,000 for each fiscal year of the Agreement shall be set aside within the DHS to fund these programs. These funds may be expended for training programs, participation in employee tuition reimbursement costs, or other education or career enrichment activities. The expenditure of funds under this Agreement is contingent upon the continued availability of this funding.

It is the intention of both parties to improve the quality

of training and education of the employees engaged in the care and treatment and related services to DHS residents and patients.

3. If employees are held over for six (6) hours or greater due to severe weather and/or mandated overtime, the Employer will provide a complimentary meal ticket for personal use only, in the institution's dining facility. Tickets must be used no later than the end of their next scheduled shift.

4. Article XII, Health and Safety, Communicable/Contagious Diseases. The Employer will develop protocol procedures and guidelines for institutions which house clients who have been identified as having communicable/contagious diseases. These guidelines will be made known to employees who have contact with such clients. As resources permit, information will be made available to other interested employees, their families, and clients through informational meetings or other media. The protocol procedures will be based on data furnished by the Iowa Department of Public Health and/or the U.S. Centers for Disease Control.

5. The parties agree to continue to work together to reduce client-related incidents while also protecting the rights of clients. The State-level Health and Safety Committee established pursuant to Article XII, Section 11 will meet to discuss violent client situations and aggregate data. These discussions shall start on or before September 15, 2007 and shall finish by December 1, 2007. The parties agree to use a professional facilitator to conduct the meetings. The facilitator shall be selected by mutual agreement.

Observations and/or conclusions of the joint committee will be shared with the Directors of the Department of Human Services, the Department of Administrative Services-Human Resources Enterprise, and the President of AFSCME, Council 61.

6. At Independence and Clarinda Mental Health Institutes, whenever the Employer decides to realign the number of RTWs assigned to a shift, the positions where an employee is needed shall be offered to the most senior employee. If no senior employee volunteers for the offer, employee(s) shall be mandated in reverse seniority order. If further realignment is necessary, the Employer will offer the position by seniority within the classification on the shift where the realignment is determined to be needed. If no employee volunteers the least senior employee on the shift with excess assigned staff will be assigned. This process may be altered by mutual agreement. This will not be precedent setting or used as such in any forum.

7. At Independence MHI, upon Management's receipt of a proposal from the Union specifying the scheduling system for days off work, which has zero budget impact and provides necessary coverage, the Superintendent and the local Union will survey staff for their desire for such schedule. Following a favorable response from the majority of the affected employees, a date for the implementation of the schedule will be set.

8. Boiler Plant at Cherokee MHI  
The boiler plant at the Cherokee MHI will be operated according to all applicable Federal, State, and local rules and regulations. All safety devices for the boilers will

be properly connected and maintained so as to allow for safe operation of the boilers and related equipment. Adequate monitoring of the system will occur. The Power House will be properly secured at all times.

9. In the event that equipment is purchased, and the operation of that equipment is assigned to an employee, the Employer agrees to provide that employee with such training as is necessary, as determined by the Employer, to carry out the duties of the assigned position.

10. The Employer agrees to provide a reimbursement of one hundred dollars (\$100) per the term of this contract for cold weather protective clothing for employees whose job assignments require them to regularly work outside during the cold weather months.

The cold weather gear eligible for this reimbursement includes:

- Winter head gear/face masks
- Winter outer garments
- Thermal under garments
- Insulated gloves
- Insulated socks

The employees eligible for this reimbursement include no more than 120 employees as follows:

- Woodward 15
- Independence 23
- Toledo 7
- Cherokee 28
- Eldora 19
- Glenwood 28



**APPENDIX K  
ATTENDANCE POLICY**

This document constitutes a letter of understanding between AFSCME/Iowa Council 61 and the Employer regarding attendance policies. The parties agree that attendance policies that are currently in place will remain intact unless mutually agreed upon otherwise.

Policies which may be developed during the term of this Agreement will be done with Union input.

**APPENDIX L  
DEPARTMENT OF ADMINISTRATIVE  
SERVICES  
GENERAL SERVICES ENTERPRISE**



1. Definitions: For the purpose of this policy, the following definitions shall apply:

Payday: the day designated by the Department of Administrative Services-State Accounting Enterprise for the distribution of pay warrants and direct deposit warrant stubs.

Paycheck: a pay warrant or direct deposit warrant stub received by the employee as payment for hours worked or paid leave granted.

2. Policy: It is the policy of the Department of Administrative Services that all supervisors shall distribute paychecks on payday prior to each employee's regularly scheduled lunch break.



If an employee is unavailable when the supervisor first attempts to deliver the paycheck, the supervisor will make an additional attempt to deliver the check prior to the employee's lunch break. If the paycheck has not been delivered to the employee by the start of the employee's lunch period, it will be returned to the personnel office. The personnel office will retain the paycheck until the end of the employee's work shift at which time it will be mailed to the employee.

3. The Employer will develop, with the assistance of the Union, a policy and program to identify the conditions requiring the use of personal protective equipment. The policy and program shall include, but not be limited to, the procedures regarding acquisition of personal protective equipment, for prescription safety glasses, protective footwear, and severe cold weather clothing. The above language means the replacement only of existing cold weather clothing which the Employer will make available to a predetermined group of the employees (approved prior to implementation by both Union and Management) working in the grounds, mechanical, electrical, carpentry, drivers, custodial and locksmith areas.

4. The Employer will reimburse employees for the cost, up to one hundred fifty-five dollars (\$155), of safety shoes for employees who are required to wear them.

5. Bulletin Boards in the Capitol Complex - In general, all Union postings should be placed on Union bulletin boards located in buildings throughout the Capitol Complex. Union officials who are responsible

for postings are also responsible for removing the postings. A tack board should be used. No posting should be taped, glued, or fastened by any method on painted wall surfaces. Posting should not extend above the top of a wall panel. No postings should occur in elevators, on the grounds, or within the building stairways, rest rooms, or tunnels.

6. Employees may, at their discretion, accumulate 150 hours of compensatory time. Any hours over 150 will be paid out in cash. The Employer will designate September 30 as the date the employees have to utilize compensatory time or be paid out in cash.

7. Staff at Fleet/Mail/Print and CCM currently provided uniforms through a vendor contract will continue to be provided appropriate work clothing that is laundered and maintained by the vendor. DAS-GSE custodial staff employees will be responsible for the laundering of their own uniform shirts.

## **APPENDIX M BOARD OF REGENTS**

1. Beginning in July 1997 and monthly thereafter, the Employer will provide the local Unions with a list of all employees considered to be confidential. The list shall include each employee's name, classification, seniority date and work location.

The Employer will furnish the data fields specified in Article II, Section 2(F), monthly to both AFSCME/Iowa Council 61 and the Regents local Unions on

standard microcomputer disk at no cost to the Union.

2. Pursuant to Article IV, Section 2, grievances shall be submitted to the department head or their designee at Step 2 and to the following persons or their designee at Step 3:

- a. Iowa Braille and Sight Saving School:  
Superintendent
- b. Iowa School for the Deaf: Superintendent
- c. Iowa State University: Associate Vice President for Human Resource Services
- d. University of Iowa: Senior Associate Director, Human Resources, Director of Employee and Labor Relations. The University of Iowa reserves the right to remove Social Security numbers from grievances. University ID or Employee ID may be used in lieu of Social Security numbers.

- e. University of Northern Iowa: President
3. Pursuant to Article VI, Section 2, General Layoff Procedures, on a monthly basis, the Employer shall provide the local Unions with a list of bargaining unit employees awaiting recall. Such list will include each employee's name, classification, seniority date, date of eligibility for recall, and all classifications the employee requests for recall.

The temporary layoff provisions of Article VI, Section 3, do not apply to the Regents institutions.

Temporary layoffs for Regents institutions shall be for less than twenty (20) consecutive calendar days. In such cases employees will be laid off by seniority within classification and work unit.

4. The Employer and the local Unions shall establish

a procedure for providing copies of all job postings to the local Unions.

5. Pursuant to Article VII, Section 2, Transfers, the policy at the University of Iowa will be as follows: After completing the Application for Transfer in person and the electronic merit application, all bargaining unit employees may apply for a contract transfer by phoning the Employment Services office and stating their name, University Employee ID, and the job into which they wish to transfer. Once the application is active, updating of information on the application for transfer may be done in person or by phone.

It is understood and agreed that “vacancies” eligible for the contract transfer procedure shall be designated as open within the “locations” listed here.

Transfers shall be made between locations, except for “shift” transfers and regular days off, which may be made within a single location.

A shift transfer shall be allowed when there is a minimum difference of two (2) hours between the employee’s present starting time and the starting time of the posted vacancy.

Transfers to change regularly scheduled days off shall be allowed when there is a difference in the employee’s regular days off and the work schedule of the posted vacancy. Examples include:

- rotating days off to weekends off;
- Monday through Friday schedule to a Tuesday through Saturday schedule;
- a rotation working every sixth weekend to one requiring every third weekend;

- a schedule that provides days off in a defined rotation to a similar rotation with different days off;
- Notwithstanding the above, the University of Iowa reserves the right of job assignment and all other rights as found under the Management Rights Article of this Agreement signed by AFSCME/Council 61 and its affiliate AFSCME Local 12.

Transfer locations for the University of Iowa are those agreed upon by the representatives of Local 12 and the University, as available at the offices of the local union and University Human Resource representatives and posted at the University website.

The University of Iowa will provide Local 12 with the employee ID utilized by the University for all employees.

6. Pursuant to Article VII, Section 2, Transfers, the policy at Iowa State University will be as follows:

Job postings shall indicate the work unit, work schedule including days off, number of hours per week, flexible schedule if applicable, number of months worked per year, and any selective certification requirements. If the position has a rotating schedule, the frequency of rotation, scheduled hours of work and days off shall be clearly indicated on the job posting and job line.

All vacant positions will be posted and bid pursuant to the Agreement with the most senior qualified employee getting the job. The Employer agrees not to reassign employees to vacant positions prior to using the transfer

procedure.

It is understood that the Employer has the right to determine positions to be posted. The Employer will not reassign to the old location.

The start of the six (6) month limitation shall be the day following the closing date for the posting.

7. The parties affirm their interest in resolving interpersonal conflict and disputes informally to promote civility in the workplace. Therefore, AFSCME Local 12 and the University of Iowa will develop procedures to utilize the University's Mediation Service through the local Labor/Management committee. The committee will then develop joint communications to inform employees about the service and encourage its use. Upon request, the timeliness for any related contract grievance may be mutually extended.

8. Pursuant to Article VII, Section 2, Transfers, the policy at the University of Northern Iowa will be as follows:

a. Specific location - defined as department, except as follows:

Within Physical Plant, Building Services, location is further defined as work site (building[s] and crew [assigned as needed]).

Within Residence Services, location is further defined as work site by building or dining service unit.

Within HPELS location is further defined for Storekeepers as East Gym, West Gym, and the WRC and any other future locations.

b. Shift

First Shift - any regularly scheduled permanent shift

of which four (4) or more hours occur between 6:00 a.m. and 6:00 p.m.

Second Shift - any regularly scheduled permanent shift of which four (4) or more hours occur between 6:00 p.m. and midnight.

Third Shift - any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and 6:00 a.m.

Rotating Shift - any regularly scheduled shift on a permanent basis involving service in two (2) or more of the above.

c. Work Unit - same as specific location above.

d. Days Off - permanently scheduled days off of Saturday and Sunday of each week unless otherwise noted. Exceptions include, but are not limited to, the following:

Power Plant

Public Safety

Dining Services

Broadcasting Service

e. Library - location is further defined as:

Reference and Instructional Services

Access Services

Acquisitions

Cataloging

Collection Management and Special Services

Library Technologies and Systems

9. Pursuant to Article XII, Section 2, Buildings/ Structures/Steam Tunnels, the Employer and the Union, at local Labor/Management meetings, will establish policies and procedures for safe operation and protocol

for work in steam tunnels or permit-required confined spaces.

10. The University of Northern Iowa shall maintain its current policy regarding cold weather clothing for employees.

11. Pursuant to Article XI, Section 7, Training, employees at Iowa State University who work with asbestos shall receive training and medical examinations in accordance with State of Iowa law. Training for handling of other hazardous materials and chemicals will be provided in accordance with applicable regulations and laws.

12. Pursuant to Article II, Section 4(D), each institution within the Board of Regents will continue its practice regarding employer and employee contributions to TIAA/CREF or any qualified substitute retirement annuity during any union leave without pay of thirty (30) calendar days or less.

13. Police Officers at the University of Northern Iowa shall be allowed to take vacation time in increments of one (1) day or more for special occasions when no trade in the work week can be arranged.

14. When an employee is terminated during the probationary period following a promotion, the employee shall be afforded the rights set forth in Article VI, Section 2(H). The employee will only be allowed to be recalled to a classification that is in the same or lower pay grade than the original classification of the employee prior to the promotion.

15. Layoff units will be the individual farms for workers at Iowa State Farm with the exception of the

farms located in the Ames Central Iowa Research Farms that will be considered as one (1) layoff unit.

16. The Employer will follow protocol established by CDC and other accrediting bodies, such as Joint Commission on the Accreditation of Hospitals. Education will be provided as needed. Other issues shall be referred to Health & Safety Committees pursuant to Article XII, Section 11.

17. The Employer will reimburse employees for the cost, up to ninety dollars (\$90), of safety shoes for employees who are required to wear them.

18. It is the position of Iowa State University that if an employee is to be evaluated, the employee shall be notified prior to the commencement of an evaluation and given the reason or reasons for the evaluation and/or actions being taken. In addition, the University will provide to the employee the results of the evaluation within the designated time period. This is not to be construed as a modification of the Employer's ability to discipline employees for just cause.

19. After July 1, 2007, bargaining unit members may be invited to participate in University of Iowa Wellness programs on a similar basis to other University of Iowa faculty and staff, at the University's sole discretion. Bargaining unit employees may receive cash incentives established at the University's sole discretion as part of these programs. Employees may be responsible for any fees that may be required for individual programs. If meetings for a particular program occur during an employee's regularly scheduled work time, the employee may be released to attend by his/her

immediate supervisor in paid status. Absences for treatment or rehabilitation at the direction of the employee's health care provider and not directly associated with the UI Wellness programs are not addressed by this provision but may be covered under the sick leave provision of this agreement. Release time to attend Wellness related activities shall be at the sole discretion of the Employer.

The participation of bargaining unit employees at the University of Iowa in the University's Wellness programs does not create a precedent or obligation on the part of other units of the Employer. Furthermore, the University may make changes to its Wellness programs at its sole discretion, so long as bargaining unit staff members are treated consistent with other University faculty and staff in regard to such changes.

Further, the parties agree if funding should become available for the creation of wellness programs for merit-covered staff at the other Regent institutions that such programs would be discussed with AFSMCE Council 61 before implementation.

**APPENDIX N**  
**Grievance Resolution Improvement Process (GRIP)**

The Department of Administrative Services – Human

Resources Enterprise Chief Operating Officer and the President of AFSCME/Iowa Council 61 will establish a regular meeting schedule to discuss how the GRIP process is working, determine if there are problems that need to be resolved, and develop a plan for resolution of the issues.

The parties utilizing the Grievance Procedure Improvement Process (GRIP), for disciplinary grievances shall follow the Grievance Steps as set forth below:

A. Step 1

Within seven (7) calendar days of receipt of the written grievance from the Union representative, the Appointing Authority or the designee will meet with the appropriate Union representative at a mutually agreed upon time and date (with or without the aggrieved employee) and attempt to resolve the grievance. The meeting and the Step 1 answer will both be provided within seven (7) calendar days of the filing. Settlements at this step will be non-precedent setting unless designated otherwise.

B. Step 2

If dissatisfied with the Employer's answer in Step 1, to be considered further, the grievance must be appealed by facsimile transmission, regular U.S. mail, local mail (institutional, departmental or interdepartmental) or hand-delivered to the Chief Operating Officer of the Department of Administrative Services-Human Resources Enterprise or the Chief Operating Officer's designee within fourteen (14)

calendar days from receipt of the answer in Step 1. Within forty-five (45) days after the receipt of the appeal at Step 2, the designee of the Chief Operating Officer of the Department of Administrative Services-Human Resources Enterprise will meet with the appropriate Union representative (with or without the aggrieved employee) and attempt to reach resolution of the grievance. Within thirty (30) calendar days following this meeting a written answer will be issued and attached to the grievance by the Chief Operating Officer of the Department of Administrative Services-Human Resources Enterprise or the Chief Operating Officer's designee and returned to the grievant and the Union representative. Second step answers shall be sent by facsimile transmission, regular U.S. mail, local mail (institutional, departmental or interdepartmental) or hand-delivered.

### C. Step 3

Grievances, which have not been settled under the forgoing procedures are eligible to be heard by the Grievance Resolution Panel. To be considered further, the grievance must be placed on the Grievance Resolution Panel docket within thirty (30) calendar days from receipt of the answer in Step 2 by the keeper of the docket. The issue as stated in the Step 2 shall constitute the sole and entire subject matter to be heard by the Grievance Resolution Panel, unless the parties mutually agree to modify the scope of the grievance.

The procedures to be used by the Grievance Resolution panel will be governed by the "Rules of Procedure for the Grievance Resolution Improvement Process."

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**OPERATION OF COMMITTEE AND  
COMMITTEE  
PANEL**

**Section 1 Rules**

The operation of the Committee shall be in accordance with these Rules of Procedure and such other rules as may from time to time be adopted by mutual agreement between the parties. Such other rules shall be established by majority vote of the Committee provided; however, both the Union and the Employer members of the Committee have equal voting power. Whenever an addition or amendment to these Rules of Procedure, or other rules duly adopted, is proposed, it shall be presented in writing to the Committee at a regularly scheduled meeting of the Committee and voted upon at the following meeting.

**Section 2 Order of Cases**

Every attempt will be made to hear docketed discharge cases during the time period scheduled for their case.

**Section 3 Hearings**

The Panel will hear presentation from each party to the grievance. Each presenter will be permitted a maximum of twenty (20) minutes (30 minutes for disciplinary terminations) for their presentation. Witness statements and supporting documentation may be provided. Any information not presented at Step 2 of the grievance procedure that is to be used by either presenter will be exchanged between the parties at least seven (7) days

prior to the meeting of the Panel. Exception will be allowed for evidence or witness statements, submitted up to forty-eight (48) hours in advance of the meeting, if the information is mutually agreed upon. Information allowed under this exclusion must be of such significant nature as to potentially alter a reasonable decision on the grievance. If the party not submitting the documentation can make a justified argument that the party submitting the information had knowledge of the evidence or statements prior to the seven (7) day rule, such late evidence or statements will not be allowed. During the presentation only Committee Panel members, the parties presenting the case and those directly involved in the specific case being heard shall be allowed to sit in the immediate area where the case is being conducted. Other members of the Committee observing the case shall not participate in the presentation, the discussion or the questioning. The Employer will present first. Each party shall have twenty (20) minutes (30 minutes for disciplinary terminations) to present their case in chief. Each party shall declare, prior to the presentation of their case whether there will be a co-presenter on any respective case. The number of presenters shall be limited to two (2) individuals. Any co-presenter shall only supplement the presentation of the case in chief. Both sides will have an opportunity to summarize and rebut; however no co-presenter may respond during the summation and rebuttal portion of the hearing. Summation and rebuttal shall not extend beyond five (5) minutes (10 minutes for disciplinary terminations).

The AFSCME Council 61 Representative or the designated AFSCME steward, for the area involved, will normally handle the Union presentation. The Department Director or their representative will normally handle the presentation for the Employer. After each party has submitted its case and rebuttal, the panel members will be free to ask questions of the parties. After such questioning, the panel will retire to executive session and will vote, and thereby render its decision. Voting by a show of hands will be sufficient. When the panel goes into executive session in order to decide a case, all others must retire from the room. After a decision has been reached by a majority vote of the panel, the decision shall be reduced to writing and provided to the parties in a manner agreed upon by the Panel. The Panel has the authority to support, reject or modify any action taken. Decisions of the Committee are final and binding and may or may not be precedent setting as the Panel determines. Failure to reach a majority vote will create a deadlock or tied vote and such shall be recorded as the outcome. In the event of a deadlock, the grievance may proceed to arbitration as outlined in Step 4 of Part D of this Appendix.

#### **Section 4 Minutes**

The Employer co-chair shall prepare written minutes of each committee meeting, briefly outlining the issues and the decision reached by the Committee in each case heard. Copies of all such minutes shall be provided to AFSCME Iowa. Minutes of the Committee meetings

will be presented for approval at the next meeting of the Committee and, upon approval will form the official record of the Committee action. Once approved the minutes will be provided to affected departments.

(For remainder of “Rules of Procedure for the Grievance Resolution Improvement Process” contact either the appropriate Union representative or DAS-HRE representative.)

#### D. Step 4

##### 1. Grievance Arbitration

Grievances which have not been settled under the foregoing procedure are eligible for arbitration. The issue as stated in the second step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. If an unresolved grievance is not arbitrated, it shall be considered terminated on the basis of the second step answer without prejudice or precedent in the resolution of future grievances.

For the purpose of selecting an impartial arbitrator, the parties will meet upon request and if unable to agree on an impartial arbitrator, the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a five-member panel of arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, the parties shall request a second panel of arbitrators from the Public Employment Relations Board. The AFSCME representative and the DAS-HRE representative will contact the assigned arbitrator and

set a date for the arbitration hearing. After the date for the arbitration hearing is established, the AFSCME representative and the DAS-HRE representative will schedule a meeting, not less than one (1) week prior to the grievance arbitration hearing date, to exchange all evidence relevant to the grievance that is available to them at that time through the exercise of reasonable diligence. If not provided at the pre-arbitration meeting, evidence cannot be offered at the arbitration hearing unless the party can prove that the evidence was not available to the party through the exercise of reasonable diligence.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party, unless the parties mutually agree to share the entire cost. Except as provided in Section 8 of Article IV, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The parties agree to share any cancellation fees for arbitration hearings canceled or postponed by mutual agreement. The party that is solely responsible for the cancellation or postponement of an arbitration hearing without the mutual consent of the other party shall pay the entire cancellation fee.

The arbitrator shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties to this Agreement provided any such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

**APPENDIX O**  
**SECURITY BARGAINING UNIT**

1. Pursuant to Article VIII, Section 3, Meal Periods, the Employer agrees to continue providing paid meal periods for those positions currently receiving them.

2. Pursuant to Article XII, Section 3, Protective Clothing, the Employer shall provide and maintain a sufficient amount of appropriate clothing for employees required to work in inclement weather and/or hazardous environments so that employees will not be required to wear the protective clothing worn by employees on the preceding shift.



**APPENDIX P  
DEPARTMENT OF NATURAL RESOURCES**

Pursuant to Article VIII, Section 6, Shift Differential; Section 7, Standby; and Section 8, Call-Back Time; employees who live in State-owned houses, specifically including the job classifications of, 05301 Natural Resources Technician 1, and 05331 Natural Resources Technician 2, shall not be eligible for shift differential, standby, or call-back compensation.

**APPENDIX Q  
FISCAL & STAFF BARGAINING UNIT**



1. Pursuant to Article VIII, Section 1, the following applies to field staff personnel:



a. Employees who are required to work outside the normal office setting or hours are considered “field staff.” The Employer shall designate those employees who are to be considered field staff and such employees shall not receive compensatory time for work in excess of the normal forty (40) hour work period.

b. The parties recognize that the agency exists to meet the needs of the public, through principles of professionalism, including accountability and flexibility. The agency will utilize personnel methods and means in the most appropriate and efficient manner as determined by Management. Field staff employees will be allowed flexibility in the scheduling of their work hours “consistent with the fulfillment of their duties and



requirements.”

c. The policies existing on January 1, 1987 relating to the establishment of work schedules shall be maintained for field staff employees.

d. Field staff employees in the Departments of Administrative Services-State Accounting Enterprise, Workforce Development and Inspections and Appeals, will receive hour for hour compensatory time credited to their account for hours worked in excess of forty (40) hours in any work week when those hours fall on a Saturday or a Sunday and the employee has received prior Management approval before working those hours.

2. Pursuant to Article VIII, Section 1, work schedules for non-field staff personnel are as follows:

a. Work schedules are defined as an employee’s assigned hours, days of the week, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work period.

b. All employees in the bargaining unit who are not field staff personnel shall be granted hour for hour compensatory time for all hours worked in excess of forty (40) hours in any work week. The decision to take pay in cash or compensatory time rests with the employee. However, the Employer may require the employee to take compensatory time rather than cash when required pursuant to federal grants. Employees must receive prior Management approval before working any hours in excess of forty (40) hours in any work week. Such compensatory time shall be credited to the employee’s account and shall be utilized

at the request of the employee with the approval of Management. Such approval shall not be unreasonably withheld. If an employee is unable to utilize earned compensatory time by June 30th of the calendar year, the Employer will pay the employee in cash for all unused compensatory time. If budgetary considerations dictate, the Employer may direct employees to use their compensatory time between June 1st and June 30th.

c. Where practical and feasible, as reasonably determined by Management, the employee may elect flexible hours of work including:

(1) Variable starting and ending times

(2) Compressed work week such as:

4 - ten hour days

4 - nine hour days and one four hour day

(3) Other mutually agreeable flexible hour concepts

Upon separating from State service, employees shall be paid for any unused earned compensatory time.

3. Pursuant to Article VIII, Section 3, Meal Periods, bargaining unit employees will be granted an unpaid and unscheduled meal period.

4. Pursuant to Article VIII, Section 4, Rest Periods, bargaining unit employees will receive two (2) fifteen (15) minute rest periods per day. Such rest periods will be unscheduled.

5. Pursuant to Article X, Section 3C, Unpaid Educational Leave, up to fifteen (15) PFS employees who have completed eighteen (18) months of service may be granted this leave for up to two (2) years.

6. Article XII, Health and Safety, Communicable/Contagious Diseases. The Employer will develop

protocol procedures and guidelines for interaction with clientele who have communicable/contagious diseases. Written guidelines will be distributed to employees who have direct contact with such clientele.

7. Pursuant to Article VI, Section 2, General Layoff Procedures, Department of Revenue shall be considered a statewide organizational unit for the purpose of bumping.

## **APPENDIX R CLERICAL BARGAINING UNIT**

1. Pursuant to Article VIII, Section 3, Meal Periods, the Employer agrees to continue the practices in effect on January 1, 1989 on providing meal periods for all bargaining unit employees.

2. Pursuant to Article VIII, Section 4, Paid Rest Periods, the Employer agrees to continue the practices in effect on January 1, 1989 on providing rest periods for all bargaining unit employees. The employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period.

3. Management is committed to providing a safe workplace for all employees. Management will meet with concerned employee(s), within the work unit, to outline the workplace violence issue(s) and possible remedies and/or procedures. If necessary, management will develop reasonable remedies and/or procedures for the workplace violence issues that were mutually agreed upon.

4. Per the State's Violence Free Workplace Policy, the Employer is committed to provide work places that are free from violence, harassment, and mobbing. The Employer will provide to the Union a written plan for delivery of health and safety information. The parties agree that the training will be provided to all clerical employees as soon as practical after the parties' completion and approval of the training module. The written policy shall include reporting procedures and shall be posted electronically and/or on bulletin boards where utilized. Per the provisions of paragraph #3, employees are encouraged to explore appropriate remedies within the work unit.

If a situation is unresolved within the work unit, employees may contact the DAS-HRE or the applicable Regents Institution to seek resolution. The Employer will provide a phone number and the name of the office responsible for investigation of such complaints. Grievances may be filed according to Article IV of this agreement.

**APPENDIX S**  
**COMMUNITY CORRECTIONS BARGAINING**  
**UNIT**

1. Pursuant to Article IV, Section 2, grievances shall be submitted to the designated district representative at Step 2 and to the District Director or his/her designee at Step 3.

2. Transfers for Community Corrections:

  
**Section 1 Eligibility**

Employees must have been in their current classification for at least six (6) months in order to be eligible for transfers pursuant to this Appendix. However, if an employee goes into a classification with a lower pay grade in lieu of layoff, the employee shall immediately be eligible for transfers pursuant to this Appendix. Additionally, an employee who is required to change shifts upon promotion shall be immediately eligible for transfers to a different shift within the employing unit.



Employees who desire to transfer to another position within the same classification or an interchangeable classification either within a District or between Districts shall file a written request as prescribed by the Department with the appropriate District personnel office indicating that interest on forms mutually agreed to by the Union and the Employer. The Employer agrees to provide the Union with a list of the names and addresses of the appropriate District personnel officers.



The Employer may decline senior applicants who do not meet the minimum qualifications for the vacant position.

**Section 2 Transfers Within Districts**

The Employer shall post all openings indicating the specific location, county(ies), shift, work unit and days off. Specific location shall be defined as the organizational unit of the agency. Specific shift shall be defined as the hours of work. Specific work unit shall be defined as the area inside of the organizational unit

where the employee performs his/her work. Specific work unit can be defined as rotating post or relief post. Specific days off shall be the days off that are assigned to the position. A period of five (5) work days from the date of the announcement shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy. At the close of the five (5) work day posting period, the Employer will review those requests from any employee in the same district who is in the same classification or an interchangeable classification as the vacancy. When an employee applies for a posted position and he/she has not removed his/her name by the close of the posting, he/she must accept the job, if offered. The Employer shall offer the position to the most senior bargaining unit employee who has filed a transfer request.

For informational purposes only, there shall be no probation period for any such transfer.

The Employer shall transfer the most senior employee who makes such request for the open position provided he/she possesses the ability to perform the duties as assigned and meets any special or selective certification requirements. (Such requirements shall be reflected on the posting.) The Employer may deny transfers if the transfer would substantially impair the Employer's ability to maintain operational efficiency. The Employer is not obligated to retrain employees in order to qualify them for transfers under the provisions of this Appendix.

For purposes of transfers, the employing unit shall be as set forth in Appendix B.



### **Section 3 Transfers Between Districts**

In the event a vacancy is not filled under the provisions of Sections 2 of this Appendix, the Employer shall consider employees in the same classification as the vacancy from other Districts who have filed a transfer request. The Employer shall offer the position to the most senior employee who makes such request for the open position. The employee shall have three (3) working days in which to accept or decline the offer in writing

### **Section 4 Definition of Permanent Vacancy**

For purposes of this Appendix, a permanent vacancy is created:

1. When the Employer has approval to increase the work force and decides to fill the new positions;
2. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: termination, transfer out of the bargaining unit, promotion, or demotion; where the Employer creates a new shift and/or days off schedule, the Employer agrees to post the position within the residential facility or field office where the change is proposed;
3. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of this Appendix;
4. Where the Employer creates new shifts and/or



new days off schedules, such positions shall be filled in accordance with this Appendix. This procedure does not apply to regular rotating schedules;

5. Transfers within the bargaining unit resulting from Sections 2 or 3 above;

6. When a Probation/Parole Officer 1 or 2 position is vacated and the position is to be filled as a Probation/Parole Officer 1 or 2, the District shall first post the vacancy as a Probation/Parole Officer 2 pursuant to Sections 2 and 3 above. If no employee transfers into the position, the Employer may then post the vacancy as a Probation/Parole Officer 1.

#### **Section 5 Transfer Limitations**

1. The application of the procedures in this Appendix shall be limited to the original vacancy and the six subsequent vacancies resulting from the filling of the original vacancy.

2. Employees may not transfer under the provisions of this Appendix more often than once every six (6) months, unless reassigned by Management within the six month period.

3. Employees transferring under the provisions of this Appendix shall not be eligible for payment of moving expenses by the Employer.

4. Employees transferring into federally funded positions will receive the salary provided by the federal grant.

5. The local Union shall be allowed to inspect vacancy lists on a monthly basis. Employees reassigned more than 25 miles from the original work site will be

provided a twenty (20) working day notice. Employees who refuse to accept such reassignment will be afforded the rights set forth in Article VI, Section 2(H).

6. Nothing in this Appendix shall be construed as a limitation on the Employer's ability to reassign employees to meet agency needs as determined by the Employer.

7. Transfers will be granted as follows:

- a. Transfers within districts pursuant to Section 2;
- b. Recalls within the District to the classification from which laid off;
- c. Transfers between Districts pursuant to Section 4;
- d. Promotion, demotion and reallocation within Districts (at the Employer's discretion);
- e. Transfers within districts of part-time employees desiring full-time positions or of full-time employees desiring part-time positions;
- f. Recall between districts to the class from which laid off;
- g. Recall to a class other than one from which laid off;
- h. New hires.

8. For the purposes of calculating the six-month transfer limitation, the date of the transfer shall be:

- a. Within District transfer: the date the employee is notified the transfer request is accepted.
- b. Between District transfers: the date the employee accepts the transfer.

9. An employee who works thirty (30) or more hours per week shall be eligible for transfer to full-time positions in the same classification.

3. Pursuant to Article VIII, Section 1, Community Corrections employees who are required to work outside the normal office setting or hours are considered “field staff.” The Employer reserves the right to designate which employees are to be considered field staff, and such employees shall not receive overtime compensation pursuant to Section 2 of that Article. If the following criteria are met, the Employer may designate the employee as field staff:

The employee works outside the normal office setting or outside normal working hours at least 50% of the time, and the employee’s time outside of the normal office setting or normal working hours is uncontrollable, difficult to schedule, or governed by the needs of others.

The parties recognize that State agencies exist to meet the needs of the agency, through principles of professionalism, including accountability and flexibility. State agencies will utilize personnel methods and means in the most appropriate and efficient manner as determined by Management. Field staff employees will be allowed flexibility in the scheduling of their work hours consistent with the fulfillment of their duties and requirements.

- a. State agencies will establish the workload necessary to meet the needs of the agency.
- b. Certain designated core hours will be established by mutual agreement to meet local needs. These core hours will be established to afford the clients an opportunity to contact employees during designated office time, to allow for scheduling of staff meetings

and supervisory conferences, and to allow Management the means by which to insure staff development and to meet its duties and responsibilities.

In the event an employee and local Management are unable to agree upon core hours, the matter will be reviewed by the Appointing Authority or his/her designee who will render a final decision.

c. The employees will be able to set their own work hours to maintain their assigned workload, with the exception of certain designated hours of core time. Units of work will be determined to meet the needs of the agency outside of the core hours. It will be the employee's responsibility to insure that adequate hours outside of the core hours are worked to meet the needs of his/her assigned duties. The employees will be allowed adequate flexibility to determine which hours are necessary for maintaining their assigned workload; therefore, no overtime will be given for hours worked in excess of the normal work week.

d. Although the employee generally controls his/her work schedule outside of the set core hours, the hours worked or not worked must be consistent with job expectations. Management reserves the right to review workloads to insure that these expectations are being met, as well as meeting the needs of the agency. Additionally, nothing in this Appendix shall be construed to prohibit requiring employees to submit weekly work plans and/or daily report sheets.

e. The provisions of Article VIII, Section 6, Shift Differential, and Section 8, Call-Back Time, are not applicable to field staff employees.

4. All employees in the bargaining unit who are not field staff personnel or are not in classes designated by an asterisk in Appendix A, Community Corrections, shall be granted hour for hour compensatory time for all hours worked in excess of eighty (80) hours in any pay period. The decision to pay in cash or compensatory time rests with the employee. However, the Employer may require the employee to take compensatory time rather than cash when required pursuant to federal grants. Employees must receive prior Management approval before working any hours in excess of eighty (80) hours in any pay period. Such compensatory time shall be credited to the employee's account and shall be utilized at the request of the employee with the approval of Management. Such approval shall not be unreasonably withheld. If an employee is unable to utilize earned compensatory time by June 30th of the calendar year, the Employer will pay the employee in cash for all unused compensatory time. If budgetary considerations dictate, the Employer may direct employees to use their compensatory time between June 1st and June 30th.

5. Pursuant to Article X, Section 3, Leaves of Absence may be granted by the District Director.

6. Consistent with Article X, Section 3(C), Unpaid Educational Leave, up to eight (8) Community Corrections employees who have completed eighteen (18) months of service may be granted this leave for up to two (2) years.

7. Pursuant to Article X, Section 3(F)1, the employee shall have the right to be returned to his/her position or

one of like nature in the same county.

8. Article XI, Section 5, Tuition Reimbursement. No employee shall receive more than one thousand dollars (\$1000) annually in educational assistance.

9. Parking Fees. When employees are required by the Employer to utilize their personal vehicle during the work day, the Employer will reimburse such employees for any parking fees incurred provided a paid receipt is furnished. This provision is not applicable to parking fees incurred as a result of driving to and from work.

10. Pursuant to Article XII, Section 6, claims for damage to personal items up to a maximum of \$300 may be submitted to the District Director. Claims for amounts in excess of \$300 shall be submitted to the District Board of Directors.

11. Pursuant to Article XII, Section 7 Employer-Owned Vehicles, the Employer shall not require that employees transport clients in their personal vehicles.

12. Article XII, Communicable/Contagious Diseases. Employees will be provided with appropriate information regarding residents who have been identified as having communicable/contagious diseases of substantial health risk.

13. Article XII, High Crime Areas. The Employer shall make a good faith effort to assure that bargaining unit employees are not required to enter high crime areas alone. The provisions of this paragraph shall not be construed to require the Employer to hire additional personnel. Grievances alleging violations of this paragraph shall not be eligible for arbitration under Article IV of this Agreement.

14. Article XII, Communication Devices. The Employer shall provide communication devices for employees who provide intensive supervision and for employees who perform on-site furlough checks in accordance with the following:

All communication devices shall enable the employee to have direct access capability which does not require operator assistance. Further, they shall have an acceptable access range so that staff will maintain effective use of the device. Finally, all staff will be properly trained on the use of those communication devices available to them. Within the guidelines established here, the selection of the particular type of communication device is a local Management decision.

15. Pursuant to Article XI, Section 7, Training, contingent upon the availability of funding and adequate staffing coverage, each Judicial District Department of Correctional Services and the Department of Corrections shall allocate resources to provide in-service employee correctional career training that is equally available to all interested line staff.

It is the intention of both parties to improve the quality and the availability of training and education of employees engaged in the supervision, treatment and related services to offenders under the jurisdiction of the Judicial District Departments of Correctional Services.

16. The Employer and the Union agree to establish quarterly meetings on a statewide level when requested by the Union for discussion of issues which were unresolved at the Local/Chapter level and which affect employees in AFSCME bargaining units. Agenda

items shall be exchanged at least two (2) weeks prior to the meeting. One Union representative from each Chapter and the four (4) state wide Local Officers and up to an equal number from management will attend the meetings without loss of pay. Any employee who must travel more than twenty (20) miles will be reimbursed for mileage expense only.

17. A committee of six, consisting of three union and three management members, will meet to explore the feasibility of developing a Catastrophic Bank System (CBS). If that committee determines a Catastrophic Bank System is feasible without significant adverse impact, that committee will develop criteria for a pilot project to be implemented by July 1, 2008.

18. The parties recognize the necessity of securing offender medications within Residential Correctional Facilities. Effective January 1, 2008, employees who are designated to allot medication at an offender's request will receive \$.75 per hour differential for a full shift on any day that he or she is designated to allot medication, regardless of whether he or she allots medication on each hour of the shift.

### **Section 6 Sick Leave**

Commencing July 1, 2000, employees of Community Based Corrections will receive the following sick leave provisions:

#### **A. Accrual**

All nontemporary bargaining unit employees of Community Based Corrections who work full-time shall accrue sick leave in accordance with the following schedule. Sick leave accrual for nontemporary

bargaining unit employees who work part-time shall be prorated based on the number of hours worked in the pay period. Sick leave shall not accrue during periods of absence without pay.

<u>Sick Leave Balance</u>	<u>Rate of Accrual</u>
Zero to 750 hours	18 days per year
Over 750 hours to 1500 hours	12 days per year
Over 1500 hours	6 days per year

B. Utilization of Sick Leave

The utilization of sick leave shall be the same for employees of Community Based Corrections as that found in Article IX, Section 10(B).

C. Sick Leave Accounts

The accrued sick leave shall be placed in the employee's sick leave account.

D. Cancellation of Sick Leave

Separation from State service shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by the State within two (2) years.

E. Payment of Sick Leave Upon Retirement

Upon retirement, employees shall receive cash payment for accumulated, unused sick leave converted at the employee's current hourly rate. Initially, the employee will receive two thousand dollars (\$2,000) payable with the final pay period that includes the employee's retirement date. The remaining converted balance of the accrued sick leave balance shall be converted pursuant to Appendix S, Section 7.

F. Pursuant to Article IX, Section 10, paragraph F,

Sick Leave, Conversion Rights, employees who have accumulated a minimum of thirty days (240 hours) in their sick leave account and who do not use sick leave for a full calendar month, may elect to have 6 hours added to their accrued vacation account in lieu of adding their total monthly accrual to their accrued sick leave account. In the case of eligible permanent part-time employees, such conversion rights shall be prorated at the rate of two to one (one (1) hour of vacation for every two (2) hours of earned sick leave). Employees who have made an election pursuant to these provisions will be allowed to accumulate up to an additional eighteen (18) days (144 hours) beyond twice their annual vacation and unscheduled holiday entitlement.

**Section 7 Sick Leave for Health Insurance Conversion Program**

A. Upon a bona fide retirement, employees will convert the remainder, after the payment of the \$2000 payment for unused sick leave above, of the unused sick leave balance to a bank for purposes of purchasing health insurance after retirement. The Sick Leave Balance for Conversion Rate purposes will be the employee's balance before payment of the \$2000 addressed above and will be converted according to the following schedule:

<u>Sick Leave Balance</u>	<u>Conversion Rate</u>
Zero to 750 hours	60% of Value
Over 750 hours to 1500 hours	80% of value
Over 1500 hours	100% of Value

B. The Employer will continue to pay the Employer's share of the health insurance premium each month until the converted value of the employee's sick leave balance is exhausted or until the employee is eligible for Medicare, whichever comes first. The retired employee may stay with the same health insurance program as when employed or switch "down" at any time without underwriting.

C. The converted value of the sick leave can only be applied to the Employer's share of health insurance payments. It has no cash value and it is not transferable to another use or to an heir.

D. If a retired employee who is utilizing this benefit returns to permanent state employment, all remaining benefits eligibility in this sick leave conversion program is forfeited.

**APPENDIX T**  
**IOWA WORKFORCE**  
**DEVELOPMENT DEPARTMENT**

1. When an employee is awarded a bid for an open position, they will be moved to the position within thirty (30) calendar days unless the employee and the department mutually agree to a longer period in time.
2. The Employer and Union agree to the following: Each time the State determines a need to lay off employees, or to reduce hours, in accordance with Article VI, or when a work unit or office goes out of existence and the affected employee(s) are not laid off,

the employees will be informed if any of the following options exist for them to bump another employee. Affected employees will be required to prioritize their bumping selection on the approved form and return to management within seven (7) calendar days:

**OPTIONS WITHIN THE SAME CLASSIFICATION**

- Least senior employee in the same class in the same office.
- Least senior employee in the same class in the service delivery area.
- Least senior in the same class statewide.

**LOWER CLASS WITHIN THE SAME SERIES**

- Least senior employee in the lower class in the series in the office.
- Least senior employee in the lower class in the series in the service delivery area.
- Least senior employee in the lower class in the series statewide.

**PREVIOUSLY HELD/SAME PAY GRADE  
DIFFERENT CLASSIFICATION**

- Same pay grade, previously held classification in the office.
- Same pay grade, previously held classification in the service delivery area.
- Same pay grade, previously held classification statewide.

**PREVIOUSLY HELD LOWER CLASSIFICATION**

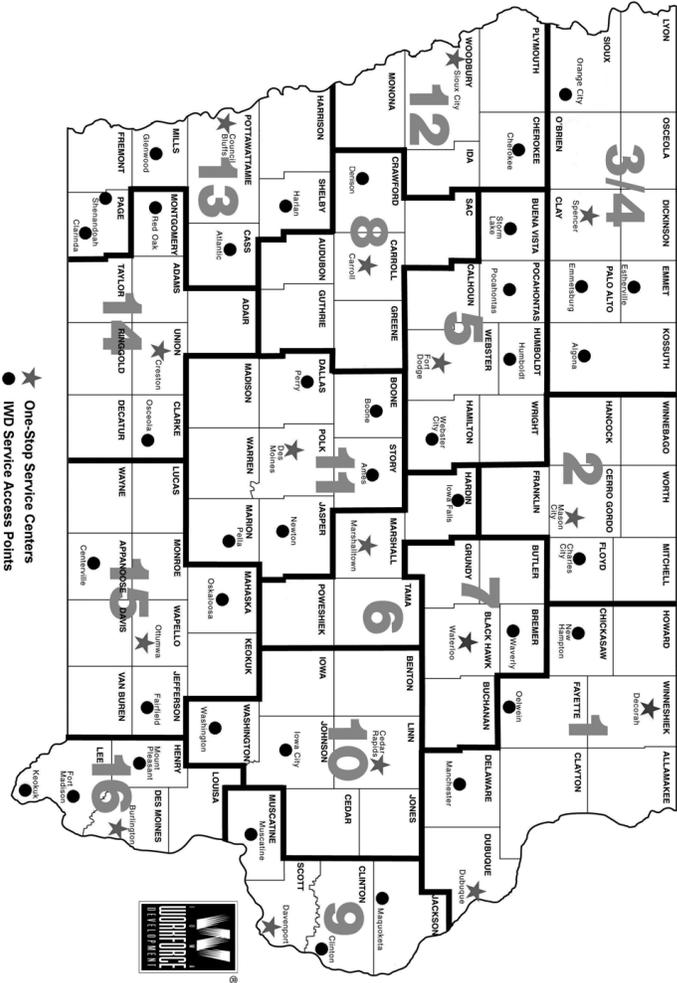
- Lower previously held class in the office.
- Lower previously held class in the service delivery area.
- Lower previously held class statewide.

If the employee refuses to make a selection or there are no available options the employee will be laid off.

The employee must meet the selective requirements of the position to which they select to bump. The current fifteen service delivery areas as of July 1, 2007, (see map) will be utilized by employees to determine their bumping order during the term of this agreement.

3. The Union and the Employer agree to continue Statewide Labor/Management Meetings according to the procedure used during the 2005-2007 Collective Bargaining Agreement.

# Iowa Workforce Development Delivery System





**APPENDIX U**  
**MEMORANDUM OF UNDERSTANDING #1**  
**Upward Mobility**

Joint committee(s) of an equal number of labor and management representatives will be formed to study and report its recommendations regarding potential pilot projects concerning Upward Mobility.

Over the term of the 2007-2009 Contract the committee(s) will identify up to four agencies where recruitment and retention issues have been documented. Up to two agencies will be identified by October 1, 2007. By October 1, 2008, up to two additional agencies will be identified. The committee will issue a report to the Governor following the creation and implementation of the pilots.

The funding and approval of any pilot program will be at the discretion of the Governor. This memorandum of understanding will expire on June 30, 2009.

Pilot projects will be non-precedent setting.

**MEMORANDUM OF UNDERSTANDING #2**  
**Weekend Work**

Where practical and feasible as reasonably determined by Management, a differential may be paid to an employee working a weekend only schedule to bring his/her pay to an amount not to exceed forty (40) hours for a pay week.





### **MEMORANDUM OF UNDERSTANDING #3**

Representatives of AFSCME International and AFSCME/Iowa Council 61 shall meet separately with representatives of DHS, IVH, and the University of Iowa Hospitals (Psychiatric Unit) to discuss and, where appropriate, attempt to agree on practices to reduce incidents of patient on staff violence. Nothing herein shall be interpreted in a manner that interferes with the Employer's ultimate responsibility to develop and implement appropriate work procedures.

### **MEMORANDUM OF UNDERSTANDING #4 Enhanced Government Performance**



Joint committee(s) consisting of an equal number of representatives of labor and management will be formed to study and report its recommendations regarding the current contracting out of government services.

During the term of the 2007-2009 Contract, the committee(s) will identify up to four agencies or classifications (two agencies or classifications by October 1, 2007, and two agencies or classifications by October 1, 2008) where services are currently contracted out. A cost analysis and comparison will be done between private contract and public employee performance. A report regarding enhanced government performance concerning work currently contracted out will be issued to the Governor by October 1st of each fiscal year.

The decision to recommend an increase in FTEs



will be subject to the discretion of the Governor.  
Implementation of any recommendations will be subject  
to the approval of necessary FTEs by the Legislature.

#### **MEMORANDUM OF UNDERSTANDING #5**

The Parties agree that minimizing mandatory overtime is a common goal. Every reasonable attempt will be made by the Employer to satisfy overtime needs by using volunteers rather than requiring employees to work outside their scheduled shift. The parties agree to continue their good faith efforts to work together to minimize mandatory overtime and, at the Iowa Veterans Home and the Department of Human Services, will work through local labor-management team meetings to address these issues. Either party at the local level may refer the matter to the President of AFSCME/Iowa Council 61 and the Chief Operating Officer of DAS-HRE who shall intervene in an effort to resolve the issue.

#### **MEMORANDUM OF UNDERSTANDING #6**

The parties agree that Anamosa State Penitentiary and Iowa State Penitentiary will continue the practice of paying shift differential for second shift, at the shift differential rate as stated in Article VIII, Section 6 of the Collective Bargaining Agreement.

⊕

**MEMORANDUM OF UNDERSTANDING #7**  
**Job Evaluation**

Consistent with the provisions of Iowa Code §70A.18, the parties agree that pay equity is a collective interest. To that end, during the term of this agreement up to sixteen (16) job classes will be eligible for job evaluation review. No more than one department specific job classification in any one department may be submitted. The Union may select up to eight (8) job classifications (4 General Government and 4 Board of Regents) and the State may select up to eight (8) job classes (4 General Government and 4 Board of Regents). The need for job evaluation must be supported by evidence that the classification has undergone a major change in duties, or that the classification has documented evidence of recruitment and retention problems.

⊕

For the job classifications selected, a representative sample of employees in the classification selected for evaluation will provide to the Employer (DAS or BOR) a new Job Evaluation Questionnaire on a form provided by the Employer and completed as a normal work assignment.

⊕

After receiving this information, the Employer (DAS or BOR) will study, verify and gather further information as needed on the classes selected. During the month of October 2007, the Employer (DAS and BOR) will schedule a meeting with the Union to review, discuss

and share the materials submitted. Following that discussion, three (3) committees of four members each [two (2) selected by the Union and two (2) selected by the Employer], shall be convened to apply the established job evaluation methodology for each of the selected job classifications. The Union and the DAS/HRE and BOR shall each appoint a qualified individual to provide training and orientation to the Committees regarding the application and intent of the job evaluation system; serve as an arbiter of each Committee's application of the job evaluation methodology; review the Committee's evaluation recommendations; as well as, determine the final point factor score for each job classification. The final point factor score shall determine the pay grade assigned pursuant to the scale previously developed for the job evaluation system.

The final paygrade recommendations shall become effective on a date agreed to by the parties.

**MEMORANDUM OF UNDERSTANDING #8**  
**Union Security Provisions**

If "fair share" type legislation is passed and signed by the Governor for State of Iowa employees, the employer agrees to implement the legislation as mandated.

The Union understands and agrees that the Governor has a constitutional obligation to consider and determine whether or not to sign any legislation

presented to him, that no fair share legislation has been passed by the Legislature at this time, and that this proposal (and any contract into which this proposal may be incorporated) does not limit or impair in any way the exercise of the Governor's constitutional obligation regarding the enactment of legislation.

**MEMORANDUM OF UNDERSTANDING #9  
Driver License Station Labor/Management Meetings**

For purposes of Labor/Management Meetings, Driver License Station Employees will be considered its own Labor/Management local. The Employer and Union agree to establish quarterly labor/management meetings and will be in accordance with current contract language Article XI, Section 15b. Up to eight (8) representatives from the Union and up to an equal number of management will attend the meetings. The purpose of the meetings shall be to afford both labor and management a forum in which to communicate on items that may be of interest to both parties. The meetings are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. Union representatives will be in pay status for all time spend in travel and in labor/management meetings which are held during their regularly scheduled hours of employment. The employer agrees to pay the travel expenses incurred by employees for the purpose of complying with the provisions of this Appendix.



**MEMORANDUM OF UNDERSTANDING #10**  
**Department of Corrections Study of Meal Periods**

The parties mutually agree to conduct an in-depth analysis and study together those DOC institutions that currently do not offer paid meal periods to the following job classifications: Correctional Building Service Coordinators, Correctional Trades Leaders and Correctional Food Service Coordinators. The employer agrees to continue providing paid meal periods for those positions currently receiving them.

The purpose of said analysis and study is to utilize the knowledge gained to make adjustments to current staffing practices regarding paid meal periods in order to achieve consistency, wherever practicable, in DOC policies regarding paid meal periods. The parties further agree to complete this analysis by June 1, 2007.

Two Union representatives from each institution, named by the Iowa AFSCME/Council 61 President, and two management representatives will conduct the study at each institution that currently does not offer paid meal periods to any or all of the aforementioned classes.

If no agreement that is mutually satisfactory can be reached by the parties at the local institutional level, then the President of Iowa AFSCME/Council 61 and Jim Hanks will meet to attempt to agree upon a final disposition with regards to each institution.



If President Homan and Mr. Hanks fail to reach agreement, they will meet with Governor Culver to determine a final disposition with regard to each institution.

Final resolution and implementation of changes will take effect commencing July 1, 2007.

**APPENDIX V**  
**DEPARTMENT OF VETERANS' AFFAIRS**  
**VETERANS' HOME DIVISION**

1. Pursuant to Article VII, Section 2, Transfers Within Employing Units, where the Employer creates new shifts and/or days off schedules such positions shall be filled in accordance with Article VII. This procedure does not apply to regular rotating schedules.

2. "Med Passer" differential will be paid to qualified employees (Resident Treatment Workers and Resident Treatment Technicians) on a daily basis. An eligible employee will receive a \$0.75 per hour differential effective January 1, 2008 for a full shift on any day he or she passes medications, regardless of whether the employee actually passes medications on each hour of the shift. The differential will not be paid for days the employee does not pass medications.

3. Pursuant to Article XI, Section 7, Training:  
It is the intention of both parties to improve the quality of training and education of the employees engaged in providing care, treatment and related services to Department of Veterans' Affairs Veterans' Home

Division (IVH) residents and patients.

4. For employees of IVH who are held over for 6 hours or greater due to severe weather and/or mandated overtime, the Employer will provide a complimentary meal ticket for personal use in the institution's dining facility. This ticket must be used no later than the end of their next scheduled shift.

5. Article XII, Health and Safety, Communicable/Contagious Diseases. The Employer will develop protocol procedures and guidelines for institutions which house clients who have been identified as having communicable/contagious diseases. These guidelines will be made known to employees who have contact with such clients. As resources permit, information will be made available to other interested employees, their families and clients through informational meetings or other media. The protocol procedures will be based on data furnished by the Iowa Department of Public Health and/or the U.S. Centers for Disease Control.

6. Employees covered at the Iowa Veterans Home by Appendix W-2b, Patient Care, shall be compensated for hours worked in excess of a regular bi-weekly schedule (80 hour pay period) instead of forty (40) hours per week as provided by the State/AFSCME Collective Bargaining Agreement. (See Appendix W - 2b) The parties agree that employees in the Nursing Unit will still be allowed to trade days off within the pay period. Trades must be approved by the Nursing Office administrative staff to ensure that each employee maintains eighty (80) scheduled hours in the payroll pay period.

7. The State and the Union will work together to find a methodology and train employees on how to effectively handle violent clients.

8. The Employer agrees to reimburse employees of the maintenance department up to a maximum of one hundred dollars (\$100.00) for each employee not to exceed two thousand four hundred dollars (\$2,400) per fiscal year to purchase cold weather protective clothing.

9. The parties agree to discuss at labor/management meetings incentives to promote wellness through the use of the wellness room.

## **APPENDIX W PATIENT CARE BARGAINING UNIT**

1. Pursuant to Article XI, Section 5, Tuition Reimbursement, the Employer will schedule in-service training sessions at least four times per fiscal year.

2a. Pursuant to Article VIII, Section 2B, Overtime Compensation, employees in the Patient Care bargaining unit excluding Registered Nurses, Nurse Clinicians, Nurse Specialists, Nurse Practitioners, and Physician Assistants, and employees in job classes in the Patient Care bargaining unit covered by the premium overtime provisions of Article VIII, Section 2 (see Appendix A) shall be compensated for hours worked in excess of forty (40) in a work week with equivalent paid leave on an hour for hour basis.

2b. Pursuant to Article VIII, Section 2B, Overtime Compensation, Registered Nurses, Nurse Clinicians,

Nurse Specialists, Nurse Practitioners, and Physician Assistants shall be compensated at the rate of time and one half for all hours in pay status in excess of eighty (80) hours in a pay period. The procedures identified in Article VIII Section 2B will apply except that employees shall be able to carry over forty (40) hours of compensatory time from one fiscal year to another.

2c. Except for employees referred to in 2b. above, at the end of the fiscal year, the paid leave balance will be carried forward into the new fiscal year and will not be cashed out. The Employer shall make every reasonable effort to ensure that employees may use paid leave accrued under this Appendix in accordance with operational needs.

3. Article XII, Health and Safety, Communicable/Contagious Diseases. The Employer will develop protocol procedures and guidelines for institutions which house clients who have been identified as having communicable/contagious diseases. These guidelines will be made known to employees who have contact with such clients. As resources permit, information will be made available to other interested employees, their families, and clients, through informational meetings or other media. The protocol procedures will be based on data furnished by the Iowa Department of Public Health and/or the U.S. Centers for Disease Control.

4. The Employer shall comply with the Needle Safety Protection Act and OSHA Regulations.

5. The Department of Corrections and AFSCME/Iowa Council 61 will conduct a staffing study that will specifically include a review of staffing for Nursing

Services at each institution. The staffing study will specifically include a review of staffing for Nursing Services at each institution. The staffing study will be supported by professional assistance from the American Correctional Association and will be completed by September 1, 2007. The study will impact on cost, quality of patient care, operational efficiency, and the Fair Labor Standards Act (FLSA).

Results and recommendations of the study will be presented at a joint meeting with representatives of AFSCME/Iowa Council 61 (two local representatives) and representatives of the Department of Corrections no later than September 30, 2007. This meeting will be facilitated by PERB to determine feasibility of implementing the recommendations.

If the parties do not reach agreement, AFSCME/Iowa Council 61 reserves the right to bring the matter to the Governor.

The Anamosa State Penitentiary will continue the pilot program in which registered nurses are scheduled to work a straight eight (8) hour shift with no unpaid break for a meal period for a period of one year ending June 30, 2008.

6. Temporary vacancies shall be offered to the most senior employee for voluntary assignment but shall be mandated to the least senior employee if all more senior employees refuse the assignment unless the Employer has a business necessity or the vacancy requires the employee to possess a special qualification.

The parties agree that temporary vacancy policies or practices that are currently in place will remain intact

unless mutually agreed upon otherwise. Policies which may be developed during the term of this Agreement will be done with Union input.

7. Each local Union shall develop a protocol at each DOC facility specifying a proposed scheduling system for holidays which has zero budget impact and provides necessary coverage. Upon receipt of the proposal by management a date for the implementation of the schedule will be set, no later than thirty days after receipt.

8. Overtime shall be determined, approved, and mandated by management.

9. Management and AFSCME/Iowa Council 61, Department of Human Services and Department of Corrections RNs shall meet to devise recruitment and retention strategies. These discussions will focus on attracting new nurses to the institutions and reducing the turnover of registered nurses.

STATE OF IOWA  
HUMAN RESOURCES ENTERPRISE  
Effective 06-29-07

AFSCME 013 PAY PLAN  
FISCAL YEAR 2008

014

PAY GRADE	MINIMUM	MAXIMUM	PAY GRADE	MINIMUM	MAXIMUM
10 ANNUALLY	18,865.60	26,644.80	17 ANNUALLY	25,584.00	37,252.80
10 BIWEEKLY	725.60	1,024.80	17 BIWEEKLY	984.00	1,432.80
10 HOURLY	9.07	12.81	17 HOURLY	12.30	17.91
11 ANNUALLY	19,822.40	27,955.20	18 ANNUALLY	26,624.00	39,020.80
11 BIWEEKLY	762.40	1,075.20	18 BIWEEKLY	1,024.00	1,500.80
11 HOURLY	9.53	13.44	18 HOURLY	12.80	18.76
12 ANNUALLY	20,633.60	29,411.20	19 ANNUALLY	27,913.60	40,788.80
12 BIWEEKLY	793.60	1,131.20	19 BIWEEKLY	1,073.60	1,568.80
12 HOURLY	9.92	14.14	19 HOURLY	13.42	19.61
13 ANNUALLY	21,694.40	30,700.80	20 ANNUALLY	29,203.20	42,785.60
13 BIWEEKLY	834.40	1,180.80	20 BIWEEKLY	1,123.20	1,645.60
13 HOURLY	10.43	14.76	20 HOURLY	14.04	20.57
14 ANNUALLY	22,609.60	32,177.60	21 ANNUALLY	30,513.60	44,865.60
14 BIWEEKLY	869.60	1,237.60	21 BIWEEKLY	1,173.60	1,725.60
14 HOURLY	10.87	15.47	21 HOURLY	14.67	21.57
15 ANNUALLY	23,545.60	33,904.00	22 ANNUALLY	31,844.80	47,049.60
15 BIWEEKLY	905.60	1,304.00	22 BIWEEKLY	1,224.80	1,809.60
15 HOURLY	11.32	16.30	22 HOURLY	15.31	22.62
16 ANNUALLY	24,544.00	35,422.40	23 ANNUALLY	33,280.00	49,316.80
16 BIWEEKLY	944.00	1,362.40	23 BIWEEKLY	1,280.00	1,896.80
16 HOURLY	11.80	17.03	23 HOURLY	16.00	23.71

**STATE OF IOWA  
HUMAN RESOURCES ENTERPRISE  
Effective 06-29-07**

**AFSCME 013 PAY PLAN  
FISCAL YEAR 2008**

**014**

<b>PAY GRADE</b>	<b>ANNUALLY</b>	<b>BIWEEKLY</b>	<b>HOURLY</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>	<b>PAY GRADE</b>	<b>ANNUALLY</b>	<b>BIWEEKLY</b>	<b>HOURLY</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>24</b>	ANNUALLY			35,110.40	51,646.40	<b>31</b>	ANNUALLY			46,612.80	72,176.00
	BIWEEKLY	1,350.40		1,986.40			BIWEEKLY	1,792.80		2,776.00	
	HOURLY		16.88	24.83			HOURLY		22.41	34.70	
<b>25</b>	ANNUALLY			36,254.40	54,225.60	<b>32</b>	ANNUALLY			48,900.80	75,628.80
	BIWEEKLY	1,394.40		2,085.60			BIWEEKLY	1,880.80		2,908.80	
	HOURLY		17.43	26.07			HOURLY		23.51	36.36	
<b>26</b>	ANNUALLY			37,564.80	57,054.40	<b>33</b>	ANNUALLY			51,376.00	79,185.60
	BIWEEKLY	1,444.80		2,194.40			BIWEEKLY	1,976.00		3,045.60	
	HOURLY		18.06	27.43			HOURLY		24.70	38.07	
<b>27</b>	ANNUALLY			39,270.40	59,508.80	<b>34</b>	ANNUALLY			53,955.20	83,033.60
	BIWEEKLY	1,510.40		2,288.80			BIWEEKLY	2,075.20		3,193.60	
	HOURLY		18.88	28.61			HOURLY		25.94	39.92	
<b>28</b>	ANNUALLY			41,142.40	62,649.60	<b>35</b>	ANNUALLY			56,617.60	87,089.60
	BIWEEKLY	1,582.40		2,409.60			BIWEEKLY	2,177.60		3,349.60	
	HOURLY		19.78	30.12			HOURLY		27.22	41.87	
<b>29</b>	ANNUALLY			43,076.80	65,540.80	<b>36</b>	ANNUALLY			59,425.60	91,104.00
	BIWEEKLY	1,656.80		2,520.80			BIWEEKLY	2,285.60		3,504.00	
	HOURLY		20.71	31.51			HOURLY		28.57	43.80	
<b>30</b>	ANNUALLY			44,345.60	68,785.60	<b>37</b>	ANNUALLY			66,601.60	94,785.60
	BIWEEKLY	1,705.60		2,645.60			BIWEEKLY	2,561.60		3,645.60	
	HOURLY		21.32	33.07			HOURLY		32.02	45.57	

STATE OF IOWA  
HUMAN RESOURCES ENTERPRISE  
Effective 06-29-07

AFSCME 013 PAY PLAN  
FISCAL YEAR 2008

014

PAY GRADE	MINIMUM	MAXIMUM	PAY GRADE	MINIMUM	MAXIMUM
38 ANNUALLY	69,763.20	99,320.00	45 ANNUALLY	96,990.40	137,862.40
38 BIWEEKLY	2,683.20	3,820.00	45 BIWEEKLY	3,730.40	5,302.40
38 HOURLY	33.54	47.75	45 HOURLY	46.63	66.28
39 ANNUALLY	73,153.60	104,145.60	46 ANNUALLY	102,752.00	146,016.00
39 BIWEEKLY	2,813.60	4,005.60	46 BIWEEKLY	3,952.00	5,616.00
39 HOURLY	35.17	50.07	46 HOURLY	49.40	70.20
40 ANNUALLY	76,689.60	109,179.20	47 ANNUALLY	108,742.40	151,840.00
40 BIWEEKLY	2,949.60	4,199.20	47 BIWEEKLY	4,182.40	5,840.00
40 HOURLY	36.87	52.49	47 HOURLY	52.28	73.00
41 ANNUALLY	80,350.40	114,296.00	48 ANNUALLY	113,942.40	162,011.20
41 BIWEEKLY	3,090.40	4,396.00	48 BIWEEKLY	4,382.40	6,231.20
41 HOURLY	38.63	54.95	48 HOURLY	54.78	77.89
42 ANNUALLY	84,219.20	119,808.00	49 ANNUALLY	119,288.00	169,894.40
42 BIWEEKLY	3,239.20	4,608.00	49 BIWEEKLY	4,588.00	6,534.40
42 HOURLY	40.49	57.60	49 HOURLY	57.35	81.68
43 ANNUALLY	88,275.20	125,528.00	50 ANNUALLY	125,195.20	177,902.40
43 BIWEEKLY	3,395.20	4,828.00	50 BIWEEKLY	4,815.20	6,842.40
43 HOURLY	42.44	60.35	50 HOURLY	60.19	85.53
44 ANNUALLY	92,539.20	131,456.00	51 ANNUALLY	131,019.20	186,534.40
44 BIWEEKLY	3,559.20	5,056.00	51 BIWEEKLY	5,039.20	7,174.40
44 HOURLY	44.49	63.20	51 HOURLY	62.99	89.68

STATE OF IOWA  
HUMAN RESOURCES ENTERPRISE  
Effective 06-29-07

AFSCME 013 PAY PLAN  
FISCAL YEAR 2008

014

PAY GRADE		MINIMUM	MAXIMUM
52	ANNUALLY	137,363.20	195,416.00
	BIWEEKLY	5,283.20	7,516.00
	HOURLY	66.04	93.95
53	ANNUALLY	143,977.60	204,838.40
	BIWEEKLY	5,537.60	7,878.40
	HOURLY	69.22	98.48
54	ANNUALLY	150,883.20	214,572.80
	BIWEEKLY	5,803.20	8,252.80
	HOURLY	72.54	103.16
55	ANNUALLY	158,142.40	224,868.80
	BIWEEKLY	6,082.40	8,648.80
	HOURLY	76.03	108.11

**STATE OF IOWA**  
**HUMAN RESOURCES ENTERPRISE**  
 Effective 06-27-08

**AFSCME PAY PLAN** **014**  
**FISCAL YEAR 2009**

		MINIMUM	MAXIMUM			MINIMUM	MAXIMUM
10	ANNUALLY	19,427.20	27,435.20	17	ANNUALLY	26,353.60	38,376.00
	BIWEEKLY	747.20	1,055.20		BIWEEKLY	1,013.60	1,476.00
	HOURLY	9.34	13.19		HOURLY	12.67	18.45
11	ANNUALLY	20,425.60	28,787.20	18	ANNUALLY	27,414.40	40,185.60
	BIWEEKLY	785.60	1,107.20		BIWEEKLY	1,054.40	1,545.60
	HOURLY	9.82	13.84		HOURLY	13.18	19.32
12	ANNUALLY	21,257.60	30,284.80	19	ANNUALLY	28,745.60	42,016.00
	BIWEEKLY	817.60	1,164.80		BIWEEKLY	1,105.60	1,616.00
	HOURLY	10.22	14.56		HOURLY	13.82	20.20
13	ANNUALLY	22,339.20	31,616.00	20	ANNUALLY	30,076.80	44,075.20
	BIWEEKLY	859.20	1,216.00		BIWEEKLY	1,156.80	1,695.20
	HOURLY	10.74	15.20		HOURLY	14.46	21.19
14	ANNUALLY	23,296.00	33,134.40	21	ANNUALLY	31,428.80	46,217.60
	BIWEEKLY	896.00	1,274.40		BIWEEKLY	1,208.80	1,777.60
	HOURLY	11.20	15.93		HOURLY	15.11	22.22
15	ANNUALLY	24,252.80	34,923.20	22	ANNUALLY	32,801.60	48,464.00
	BIWEEKLY	932.80	1,343.20		BIWEEKLY	1,261.60	1,864.00
	HOURLY	11.66	16.79		HOURLY	15.77	23.30
16	ANNUALLY	25,272.00	36,483.20	23	ANNUALLY	34,278.40	50,793.60
	BIWEEKLY	972.00	1,403.20		BIWEEKLY	1,318.40	1,953.60
	HOURLY	12.15	17.54		HOURLY	16.48	24.42

**STATE OF IOWA**  
**HUMAN RESOURCES ENTERPRISE**  
 Effective 06-27-08

**AFSCME PAY PLAN** **014**  
**FISCAL YEAR 2009**

		<b>MINIMUM</b>	<b>MAXIMUM</b>			<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>24</b>	<b>ANNUALLY</b>	36,171.20	53,185.60	<b>31</b>	<b>ANNUALLY</b>	48,006.40	74,339.20
	<b>BIWEEKLY</b>	1,391.20	2,045.60		<b>BIWEEKLY</b>	1,846.40	2,859.20
	<b>HOURLY</b>	17.39	25.57		<b>HOURLY</b>	23.08	35.74
<b>25</b>	<b>ANNUALLY</b>	37,336.00	55,848.00	<b>32</b>	<b>ANNUALLY</b>	50,377.60	77,896.00
	<b>BIWEEKLY</b>	1,436.00	2,148.00		<b>BIWEEKLY</b>	1,937.60	2,996.00
	<b>HOURLY</b>	17.95	26.85		<b>HOURLY</b>	24.22	37.45
<b>26</b>	<b>ANNUALLY</b>	38,688.00	58,760.00	<b>33</b>	<b>ANNUALLY</b>	52,915.20	81,556.80
	<b>BIWEEKLY</b>	1,488.00	2,260.00		<b>BIWEEKLY</b>	2,035.20	3,136.80
	<b>HOURLY</b>	18.60	28.25		<b>HOURLY</b>	25.44	39.21
<b>27</b>	<b>ANNUALLY</b>	40,456.00	61,297.60	<b>34</b>	<b>ANNUALLY</b>	55,577.60	85,529.60
	<b>BIWEEKLY</b>	1,556.00	2,357.60		<b>BIWEEKLY</b>	2,137.60	3,289.60
	<b>HOURLY</b>	19.45	29.47		<b>HOURLY</b>	26.72	41.12
<b>28</b>	<b>ANNUALLY</b>	42,369.60	64,521.60	<b>35</b>	<b>ANNUALLY</b>	58,323.20	89,710.40
	<b>BIWEEKLY</b>	1,629.60	2,481.60		<b>BIWEEKLY</b>	2,243.20	3,450.40
	<b>HOURLY</b>	20.37	31.02		<b>HOURLY</b>	28.04	43.13
<b>29</b>	<b>ANNUALLY</b>	44,366.40	67,516.80	<b>36</b>	<b>ANNUALLY</b>	61,214.40	93,828.80
	<b>BIWEEKLY</b>	1,706.40	2,596.80		<b>BIWEEKLY</b>	2,354.40	3,608.80
	<b>HOURLY</b>	21.33	32.46		<b>HOURLY</b>	29.43	45.11
<b>30</b>	<b>ANNUALLY</b>	45,676.80	70,844.80	<b>37</b>	<b>ANNUALLY</b>	68,598.40	97,635.20
	<b>BIWEEKLY</b>	1,756.80	2,724.80		<b>BIWEEKLY</b>	2,638.40	3,755.20
	<b>HOURLY</b>	21.96	34.06		<b>HOURLY</b>	32.98	46.94

**STATE OF IOWA**  
**HUMAN RESOURCES ENTERPRISE**  
 Effective 06-27-08

**AFSCME PAY PLAN**  
**FISCAL YEAR 2009**

**014**

		<b>MINIMUM</b>	<b>MAXIMUM</b>			<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>38</b>	<b>ANNUALLY</b>	71,864.00	102,294.40	<b>45</b>	<b>ANNUALLY</b>	99,902.40	142,001.60
	<b>BIWEEKLY</b>	2,764.00	3,934.40		<b>BIWEEKLY</b>	3,842.40	5,461.60
	<b>HOURLY</b>	34.55	49.18		<b>HOURLY</b>	48.03	68.27
<b>39</b>	<b>ANNUALLY</b>	75,358.40	107,265.60	<b>46</b>	<b>ANNUALLY</b>	105,830.40	150,404.80
	<b>BIWEEKLY</b>	2,898.40	4,125.60		<b>BIWEEKLY</b>	4,070.40	5,784.80
	<b>HOURLY</b>	36.23	51.57		<b>HOURLY</b>	50.88	72.31
<b>40</b>	<b>ANNUALLY</b>	78,998.40	112,444.80	<b>47</b>	<b>ANNUALLY</b>	112,008.00	159,140.80
	<b>BIWEEKLY</b>	3,038.40	4,324.80		<b>BIWEEKLY</b>	4,308.00	6,120.80
	<b>HOURLY</b>	37.98	54.06		<b>HOURLY</b>	53.85	76.51
<b>41</b>	<b>ANNUALLY</b>	82,763.20	117,728.00	<b>48</b>	<b>ANNUALLY</b>	117,353.60	166,878.40
	<b>BIWEEKLY</b>	3,183.20	4,528.00		<b>BIWEEKLY</b>	4,513.60	6,418.40
	<b>HOURLY</b>	39.79	56.60		<b>HOURLY</b>	56.42	80.23
<b>42</b>	<b>ANNUALLY</b>	86,736.00	123,406.40	<b>49</b>	<b>ANNUALLY</b>	122,865.60	174,886.40
	<b>BIWEEKLY</b>	3,336.00	4,746.40		<b>BIWEEKLY</b>	4,725.60	6,726.40
	<b>HOURLY</b>	41.70	59.33		<b>HOURLY</b>	59.07	84.08
<b>43</b>	<b>ANNUALLY</b>	90,916.80	129,292.80	<b>50</b>	<b>ANNUALLY</b>	128,960.00	183,248.00
	<b>BIWEEKLY</b>	3,496.80	4,972.80		<b>BIWEEKLY</b>	4,960.00	7,048.00
	<b>HOURLY</b>	43.71	62.16		<b>HOURLY</b>	62.00	88.10
<b>44</b>	<b>ANNUALLY</b>	95,305.60	135,408.00	<b>51</b>	<b>ANNUALLY</b>	134,950.40	192,129.60
	<b>BIWEEKLY</b>	3,665.60	5,208.00		<b>BIWEEKLY</b>	5,190.40	7,389.60
	<b>HOURLY</b>	45.82	65.10		<b>HOURLY</b>	64.88	92.37

STATE OF IOWA  
HUMAN RESOURCES ENTERPRISE  
Effective 06-27-08

AFSCME PAY PLAN  
FISCAL YEAR 2009

014

		MINIMUM	MAXIMUM
52	ANNUALLY	141,481.60	201,281.60
	BIWEEKLY	5,441.60	7,741.60
	HOURLY	68.02	96.77
		MINIMUM	MAXIMUM
53	ANNUALLY	148,304.00	210,974.40
	BIWEEKLY	5,704.00	8,114.40
	HOURLY	71.30	101.43
		MINIMUM	MAXIMUM
54	ANNUALLY	155,417.60	221,000.00
	BIWEEKLY	5,977.60	8,500.00
	HOURLY	74.72	106.25
		MINIMUM	MAXIMUM
55	ANNUALLY	162,843.20	231,608.00
	BIWEEKLY	6,263.20	8,908.00
	HOURLY	78.29	111.35

**Board of Regents, State of Iowa  
Regent Merit System  
AFSCME Pay Plan  
July 1, 2007 (based on 2088 work hours)**

<b>Grade</b>	<b>Pay Basis*</b>	<b>7/1/07 Minimum</b>	<b>7/1/07 Maximum</b>
3	Hourly	10.69	15.89
	Semi-Monthly	930.03	1,382.43
	Monthly	1,860.06	2,764.86
	Annual	22,320.72	33,178.32
4	Hourly	11.17	16.62
	Semi-Monthly	971.79	1,445.94
	Monthly	1,943.58	2,891.88
	Annual	23,322.96	34,702.56
5	Hourly	11.67	17.36
	Semi-Monthly	1,015.29	1,510.32
	Monthly	2,030.58	3,020.64
	Annual	24,366.96	36,247.68
6	Hourly	12.20	18.15
	Semi-Monthly	1,061.40	1,579.05
	Monthly	2,122.80	3,158.10
	Annual	25,473.60	37,897.20
7	Hourly	12.75	18.96
	Semi-Monthly	1,109.25	1,649.52
	Monthly	2,218.50	3,299.04
	Annual	26,622.00	39,588.48
8	Hourly	13.32	19.82
	Semi-Monthly	1,158.84	1,724.34
	Monthly	2,317.68	3,448.68
	Annual	27,812.16	41,384.16
9	Hourly	13.93	20.70
	Semi-Monthly	1,211.91	1,800.90
	Monthly	2,423.82	3,601.80
	Annual	29,085.84	43,221.60
10	Hourly	14.55	21.63
	Semi-Monthly	1,265.85	1,881.81
	Monthly	2,531.70	3,763.62
	Annual	30,380.40	45,163.44
11	Hourly	15.20	22.62
	Semi-Monthly	1,322.40	1,967.94
	Monthly	2,644.80	3,935.88
	Annual	31,737.60	47,230.56
12	Hourly	15.89	23.62
	Semi-Monthly	1,382.43	2,054.94
	Monthly	2,764.86	4,109.88
	Annual	33,178.32	49,318.56
13	Hourly	16.60	24.68
	Semi-Monthly	1,444.20	2,147.16
	Monthly	2,888.40	4,294.32
	Annual	34,660.80	51,531.84
14	Hourly	17.36	25.80
	Semi-Monthly	1,510.32	2,244.60
	Monthly	3,020.64	4,489.20
	Annual	36,247.68	53,870.40
15	Hourly	18.14	26.96
	Semi-Monthly	1,578.18	2,345.52
	Monthly	3,156.36	4,691.04
	Annual	37,876.32	56,292.48

Pay Scale is Based on 2088 Hours  
240

**Board of Regents, State of Iowa  
Regent Merit System  
AFSCME Pay Plan  
July 1, 2008 (based on 2088 work hours)**

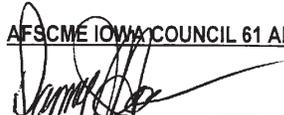
<b>Grade</b>	<b>Pay Basis*</b>	<b>7/1/08 Minimum</b>	<b>7/1/08 Maximum</b>
3	Hourly	11.01	16.37
	Semi-Monthly	957.87	1,424.19
	Monthly	1,915.74	2,848.38
	Annual	22,988.88	34,180.56
4	Hourly	11.51	17.12
	Semi-Monthly	1,001.37	1,489.44
	Monthly	2,002.74	2,978.88
	Annual	24,032.88	35,746.56
5	Hourly	12.02	17.88
	Semi-Monthly	1,045.74	1,555.56
	Monthly	2,091.48	3,111.12
	Annual	25,097.76	37,333.44
6	Hourly	12.57	18.69
	Semi-Monthly	1,093.59	1,626.03
	Monthly	2,187.18	3,252.06
	Annual	26,246.16	39,024.72
7	Hourly	13.13	19.53
	Semi-Monthly	1,142.31	1,699.11
	Monthly	2,284.62	3,398.22
	Annual	27,415.44	40,778.64
8	Hourly	13.72	20.41
	Semi-Monthly	1,193.64	1,775.67
	Monthly	2,387.28	3,551.34
	Annual	28,647.36	42,616.08
9	Hourly	14.35	21.32
	Semi-Monthly	1,248.45	1,854.84
	Monthly	2,496.90	3,709.68
	Annual	29,962.80	44,516.16
10	Hourly	14.99	22.28
	Semi-Monthly	1,304.13	1,938.36
	Monthly	2,608.26	3,876.72
	Annual	31,299.12	46,520.64
11	Hourly	15.66	23.30
	Semi-Monthly	1,362.42	2,027.10
	Monthly	2,724.84	4,054.20
	Annual	32,698.08	48,650.40
12	Hourly	16.37	24.33
	Semi-Monthly	1,424.19	2,116.71
	Monthly	2,848.38	4,233.42
	Annual	34,180.56	50,801.04
13	Hourly	17.10	25.42
	Semi-Monthly	1,487.70	2,211.54
	Monthly	2,975.40	4,423.08
	Annual	35,704.80	53,076.96
14	Hourly	17.88	26.57
	Semi-Monthly	1,555.56	2,311.59
	Monthly	3,111.12	4,623.18
	Annual	37,333.44	55,478.16
15	Hourly	18.68	27.77
	Semi-Monthly	1,625.16	2,415.99
	Monthly	3,250.32	4,831.98
	Annual	39,003.84	57,983.76

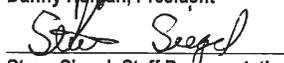
Pay Scale is Based on 2088 Hours

2007-2009 COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE STATE OF IOWA  
AND  
THE AFSCME IOWA COUNCIL 61 AFL-CIO

Bargaining Committee Teams

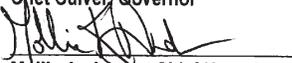
AFSCME IOWA COUNCIL 61 AFL-CIO

  
\_\_\_\_\_  
Danny Hogan, President

  
\_\_\_\_\_  
Steve Siegel, Staff Representative

STATE OF IOWA

  
\_\_\_\_\_  
Chet Culver, Governor

  
\_\_\_\_\_  
Mollie Anderson, Chief Negotiator

  
\_\_\_\_\_  
Jim Hanks, Chief Spokesperson

**Blue Collar**

Ed Alcock  
Rod Baker  
Larry Bartlett  
Bradley Bauler  
Dave Brisbois – *Blue Collar Chair*  
Deb Duncan  
Michael Heng  
Robert “Bob” Hubbard  
Curt Moore  
Peggy Phipps  
Gary Simmons  
Larry Stole  
Bob Straker  
Rich Taylor

**Clerical**

Andy Bock  
John Craig  
Sandra Dougherty  
Shelly Hill  
Paula Sandlin  
Mary Thompson  
Scherry Tichy – *Clerical Chair*  
Roxanna West

**Management Team**

Lori Adams  
Vickie Anderson  
David Bergeon  
Nancy Berggren  
Janelle Bertrand  
Sue Brott  
Ron Bruett  
Marcia Brunson  
Tim Cook  
Karen Cram  
Penny Cutler-Bermudez  
Tom Evans  
Bill Gardam  
Susan Hase  
Connie Hellmann  
Stefanie Hill  
Mary Ann Hills  
Ed Holland  
Keith Hyland  
Karen Kienast  
Kerry Koonce  
Dennis Mack  
Cindy Morton

**Community Based Corrections**

Kelli Collins  
Jeff Grell  
Cheryl Hannah – *CBC Chair*  
Maggie Martin  
Lewis Washington

**Patient Care**

Kaye Carlson  
Carol Nelson – *Patient Care Chair*  
Janet Orr  
Susan Van Amerongen

**Professional Fiscal & Staff**

Neil Anderson  
Mark Condon  
Jerry Gibson  
Stephan Hampton – *PFS Chair*  
Stan McElderry

**Security**

Gregg Barnes  
Bernard (Joe) Bergen  
Mary Butrick  
Andy Dunne  
Dale Everhart  
Mike Fraise  
Marty Hathaway – *Security Chair*

Jerry Jones  
John Kemper  
Scott Knudtson  
Jeff Lueken  
Tom Patterson  
Steve Quinn  
Adam Swihart  
Damon VanBogart  
Christopher Vitek

**Technical**

Mark Atwood  
Susan Baker – *Regents Chair*  
Kathy Butler  
Sheri Carnahan  
Ellen Fritz  
Cheryl Gibson  
Janet Hansen  
John Kelley  
Dan Kopplin  
Tony McAllister  
Jenny Mitchell  
Sean Passick  
Lynne Pothast – *Technical Chair*  
Curt Salow  
Shane Shook  
Cindy Valin

Linda Murken  
Kate Murphy  
Merrie Murray  
Jon Nelson  
Chris Peden  
Mike Prey  
Susie Pritchard  
Tim Ryburn  
Chris Silberhorn  
Steve Timmins  
John Walkowiak  
Mary Wheelock



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